DEMAND PROMISSORY NOTE

\$45,000

WASHINGTON, D.C. May 9, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fourty Five Thousand Dollars (\$45,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate.

Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Michael E. Baroody, President

Secretary

(Seal)

W. L. Lyons Brown, Jr. Finance Chairman

EXHIBIT V

ENTER PURCHASES

2 - DAILY WORK 1 - ENT	FW I MACIED TO
VENDOR ID <u>NAT350</u>	INVOICE NO. 051294
n. time 1 Police y	INVOICE DATE 5/2/94 (check date)
1 (allo) (all) YOULG YOU	INVOICE AMOUNT \$ 120,000,000
TAX CODE: 1 NON-TAXABLE 2 TAXABLE DC	BATCH NO.
3 TAXED 4 MAILING COSTS	G/L PERIOD <u>5</u>
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT // 4/0 1169	TAX CODE AMOUNT \$/20,000.0
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT	TAX CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT	TAX CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT	TAX CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT	TAX CODE AMOUNT \$

REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6926

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

May 12,

94 68-408/560 1494

One Hundred Twenty-Thousand and xx/100-

120,000.00

National Policy Forum



Republican National State Elections Committee

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ADMINI		· .
RETURN CHECK	70:	•

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DATE: May 1/1994		
TO: JAY BUNNING		
FROM: Lackelske		
RE: REQUEST FOR PAINENT		
Please pay attached invoice in the amount of \$ 10000.00		
from the Republican National State Elections Committee COLOCOT		
from the following account number 11-410/		
Description of transaction (CCU)		
State if applicable		
PLEASE HARE NOTATION IP THIS IS TO BE AN INCOMO-CONTRIBUTION		
MAKE CHECK PAYABLE TO THE FOLLOWING: Dutional Policy Follow		

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Pald for by the Republican National State Elections Committee

ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty one demand promissory notes totaling \$1,435,000, one in the amount of \$200,000, one in the principle amount of \$125,000, one in the principle amount of \$120,000, two in the principle amount of \$115,000, one in the principle amount of \$55,000, two in the principle amount of \$55,000, one in the principle amount of \$45,000, one in the principle amount of \$35,000, two in the principle amount of \$15,000 and one in the principle amount of \$25,000, one in the principle amount of \$15,000 and one in the principle amount of \$10,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V and W hereto (the Note).

Attest:

REPUBLICAN NATIONAL COMMITTEE

Secretary

NATIONAL POLICY FORUM

DEMAND PROMISSORY NOTE

\$120,000

WASHINGTON, D.C. May 11, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred and Twenty Thousand Dollars (\$120,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Michael E. Baroody, President

Secretary

W. L. Lyons Brown, Jr. Finance Chairman

(Seal)

EXHIBIT W

. .*

ENTER PURCHASES

Z - DAJ	ILI WORK I - ENIE	ER PROCINSES
VENDOR ID	NAT350	INVOICE NO. <u>051</u> 294
		INVOICE DATE = 10 0//
Wation	ral Policy For	INVOICE DATE 5/17/94 (check date)
TAX CODE: 1	/ NON-TAXABLE TAXABLE DC	PAROTI NO
4	MAILING COSTS	G/L PERIOD 5
ITEM NO (R)	(c) - Wan	Z ; DESCRIPTION
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ITEM NO (R)) (C)	DESCRIPTION
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		TAX CODE AMOUNT \$
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		DESCRIPTION
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AMOUNT PAIL	s 100 000,00	CHECK NO. UYU

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REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6927

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

May 17,

9468-408/560 1494

One Bundred Thousand and xx/100-

100,000.00

National Policy Forum

NOT NEGOTIABLE

Republican National State Elections Committee

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RETURN CHECK	10:

MEMORANDUN

May 16, 1994
TO: JAY BANNING
FROM: L. Jaskulska
RE: REQUEST FOR PAYMENT
Please pay attached invoice in the amount of \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
State if applicable .
PLEASE HAVE NOTATION IF THIS IS TO BE AN INICINO-CONTRIBUTION
national Policy Forum

DEMAND PROMISSORY NOTE

\$100,000

WASHINGTON, D.C. May 16, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street. SE. Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days clapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its effices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof

Burrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Scal)

Michael & Baroody, President

W. L. Lvons Brown, Jr. Finance Chairman

EXHIBIT X

ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty two demand promissory notes totaling \$1,535,000, one in the amount of \$200,000, one in the principle amount of \$125,000, one in the principle amount of \$115,000, one in the principle amount of \$110,000, one in the principle amount of \$15,000, one in the principle amount of \$55,000, four in the principle amount of \$55,000, one in the principle amount of \$45,000, one in the principle amount of \$35,000, one in the principle amount of \$35,000, one in the principle amount of \$10,000 one in the principle amount of \$10,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and X hereto (the Note).

Attest:

REPUBLICAN NATIONAL COMMITTEE

Secretary

NATIONAL POLICY FORUM

ENTER PURCHASES

CC

2 - DAILY WORK 1 - ENTER P	RUCHASES
VENDOR ID NAT350	invoice no. 052594
	INVOICE DATE (check date)
national Policy Face	(check date)
VENDOR NAME	INVOICE AMOUNT \$ 50,000,000
TAX CODE: 1 NON-TAXABLE	
2 TAXABLE DC 3 TAXED	G/L PERIOD 5
ITEM NO (R) (C)	
11 1110 1110	DESCRIPTION (V)
G/L ACCT 11 410 1104 TA	\times code amount \$5000.
TMEN NO (B) (C)	
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TA	X CODE AMOUNT \$
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# REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

693C

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

May 25,

94 68-408/580 14

Fifty Thousand and ex/100-

58,000.00

National Policy Forum

NOT NEGOTIABLE

With the state of

Republican National State Elections Committee

#### MEMORANDUM

May 25, 1994
TO: JAY BANNING
FROM: L. Gaskulski
RE: REQUEST FOR PAYMENT
Please pay attached invoice in the amount of \$ 50 000.00
from the Republican National State Elections Committee COO.
from the following account number 1-410/
Description of transaction
State if applicable
PLEASE HAVE NODATION IP THIS IS TO BE AN INCOMO-CONTRIBUTION
MAKE CHECK PAYABLE TO THE POLICYPIC:

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amerided to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty three demand promissory notes totaling \$1,585,000, one in the amount of \$200,000, one in the principle amount of \$125,000, one in the principle amount of \$115,000, one in the principle amount of \$110,000, one in the principle amount of \$75,000, two in the principle amount of \$65,000, one in the principle amount of \$55,000, five in the principle amount of \$50,000, one in the principle amount of \$45,000, one in the principle amount of \$25,000, one in the principle amount of \$10,000, one in the principl

Attest:

REPUBLICAN NATIONAL COMMITTEE

Secretary

NATIONAL POLICY FORUM

#### DEMAND PROMISSORY NOTE

\$50,000

WASHINGTON, D.C. May 24, 1994

FOR VALUE RECEIVFD, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Seal)

Michay E. Baroody, President

- V

W. L. Lyon Brown, Jr. Finance Chairmar

EXHIBIT Y

#### ENTER PURCHASES

2 - DAILY WORK	1 - ENTER PRUCHASES	
✓ VENDOR ID	NAT 350	INVOICE NO. 052693
<u>National</u> vendor n	Pdicy Forum	invoice date 5,26,93 (check date) invoice amount \$ 100,000.00
		BATCH NO.
	********	G/L PERIOD <u>5</u>
	2	
	DESCRIPTION	QUANTY 1 AMOUNT \$ /00.000.000
ITEM NO (R) (C)	DESCRÉPTION	
G/L ACCT		QUANTY 1 AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION	
G/L ACCT		QUANTY 1 AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION	
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FORM 1400U

# REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6738

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1.3 M.T. 6

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

May 26,

93 68-408/560 1494

One Hundred Thousand and xx/100-

100,000.00

National PolicityForum 1156 Fifteenth St., NW Suite 550 Washington, DC 20005

NOT NEGOTIABLE

Republican
National
State
Elections
Committee

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AZMEN:	$\Delta J$	·.
return oh	ECK TO:	

158

#### MEMORANDUM

DATE: May 26, 1993

	DAY BANNING
FROM:	Jaskilski
	EQUEST FOR PAYMENT
Please pa	sy attached invoice in the amount of \$ 100.000.00
from the	Republican National State Elections Committee COPOCIO
from the	following account number 10-100/8022.
	ion of transaction Liam.
State if	applicable
Please Ma	WE NOTATION IF THIS IS TO BE AN INKIND-CONTRIBUTION
<i>i</i> a <i>i</i>	X PAYABLE TO THE FOLLOWING:
Muite	anal Policy taum
115	le Fil teenth St. MUS
:51	ite 550
wa	ok CC 2005

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington; D.C. 20003
Paid for by the Republican National State Elections Committee

#### RESOLUTION OF THE BOARD OF DIRECTORS

#### OF THE

#### NATIONAL POLICY FORUM

Whereas, the Board of Directors of the National Policy Forum has determined that funds are necessary for the corporation's start-up costs; and

Whereas, the Board of Directors of the National Policy Forum has been offered a loan of up to \$100,000 from the Republican National Committee to be repaid in installments with an interest figured at the prime rate.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves and authorizes appropriate officers to execute all necessary documents to effectuate the same.

Adopted this 24 day of May, 1993.

Kennon J. Hil

Secretary

#### . RESOLUTION OF THE BOARD OF DIRECTORS

#### OF THE

#### NATIONAL POLICY FORUM

WHEREAS, the National Policy Forum was incorporated as a nonprofit corporation in the District of Columbia on May 24, 1993; and

WHEREAS, in order to carry out its purpose and conduct business, it is necessary for the corporation to establish checking and other financial accounts.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the National Policy Forum hereby authorize Kenneth J. Hill of 1604 Sherwood Hall Lane, Alexandria, Virginia 22306, to open a checking and other financial accounts as necessary to conduct the affairs of the National Policy Foundation.

Adopted this 24 day of May, 1993.

Haley Barbons, Director

Donald Fierce, Director

Kenneth J. Hill, Director

# LOAN AGREEMENT BETWEEN THE REPUBLICAN NATIONAL COMMITTEE AND THE NATIONAL POLICY FORUM

This Loan Agreement ("Agreement") is entered into as of this 11th day of May, 1993, by and between National Policy Forum, a District of Columbia not-for-profit corporation with its principal office and place of operations in the District of Columbia ("the Borrower"), the Republican National Committee, an unincorporated association with an office and principal place of business at 310 First Street, S.E., Washington, D.C. 20003 (the "RNC").

NOW THEREFORE, the RNC and the Borrower hereby agree as follows:

#### **ARTICLE I - GENERAL TERMS**

Section 1.1. Loan Facility. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 11, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$100,000. All Advances under this Agreement shall be evidenced by a single demand promissory note, in the principal amount of \$100,000, in the form attached as Exhibit A hereto (the "Note"). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Section 1.2. Making the Advances. Each Advance shall be made upon notice from the Borrower to the RNC, specifying the amount requested. The notice may be by telephone, but must be confirmed in writing within three business days of the date of the Advance.

Section 1.3. Use of Proceeds. All proceeds of Advances hereunder shall be used for the Borrower's operating expenses and working capital requirements relating to its nonprofit activities.

Section 1.4. Repayment and Interest. The Borrower shall repay to the RNC the Advances upon demand, or, if no demand previously has been made on the maturity of the Note on April 30, 1994. The Borrower may make prepayments under the Note at any time and, subject to the terms and conditions hereof, may reborrow during the Availability Period. The Borrower shall further pay to the RNC interest upon the aggregate unpaid principal amount under the Note, payable upon the maturity of the Note or April 30, 1994, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank/Virginia's (the "Bank") prime rate of interest in effect from time to time as publicly announced by the Bank as such prime rate ("the Prime Rate").



Section 1.5. **Method of Payment**. All payments and prepayments hereunder shall be made to the RNC at its address stated on the first page hereof, in such money of the United States money and in immediately available funds.

#### **ARTICLE II - CONDITIONS**

- Section 2.1. Conditions Precedent. The RNC's obligations under Section 1.1 hereof shall be subject to the fulfillment of all the following conditions precedent in manner and form satisfactory to the RNC and its Chief Counsel:
  - (a) The Borrower shall have delivered to the RNC:
- (i) a copy of the Borrower's certificate and articles of incorporation and by-laws, certified as to accuracy and completeness by Borrower's President and Secretary;
  - (ii) the Note, duly executed by the Borrower;
- (iii) a resolution of the Board of Directors of the Borrower authorizing the execution, delivery and performance of this Agreement and the Note:
- (iv) a certificate of incumbency and authenticity of signatures with respect to the officers of the Borrower executing this Agreement, the Note and any related documents.
- (b) Upon fulfillment of the above conditions the RNC shall execute and deliver this Agreement.

#### ARTICLE III - WARRANTIES AND REPRESENTATIONS

Section 3.1. Organization. The Borrower hereby warrants and represents that it is not-for-profit corporation validly organized and existing under the laws of, and with its financial and other records and its principal place of operations in, the District of Columbia, that it has power and authority, corporate and otherwise to own its operations, and that it has qualified with the Internal Revenue Service as a tax exempt organization pursuant to Section 501(c) (4) of the Internal Revenue Code.

Section 3.2. Authority; Approvals. The Borrower hereby warrants and represents that the persons executing this Agreement and the Note on behalf of the Borrower are duly authorized by the Borrower to enter into this Agreement, to issue the Note and to bind the Borrower to perform this Agreement and the Note in accordance with their respective terms; that the execution, delivery, and the performance of this Agreement and the Note are within the duly authorized powers of the Borrower, corporate and otherwise, and do not contravene any law, rule, or regulation applicable to the Borrower, the certificate or articles of incorporation of the Borrower, any by-law or rule governing the Borrower, or any contractual obligation binding upon the Borrower; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to or approval by any governmental entity, and that this

#### LOAN AGREEMENT Page 3

Agreement is and, when issued, the Note shall be, valid, legal and binding obligations of the Borrower enforceable in accordance with their respective terms.

Section 3.3. Proceedings. There are no actions, investigations, or other proceedings before any court or governmental agency pending or threatened against Borrower or affecting its assets or operations which, if decided adversely would have a material adverse effect upon Borrower's financial condition or operations.

#### ARTICLE IV - COVENANTS

- Section 4.1. Protection of Rights. The Borrower agrees that, upon request by the RNC, it will execute and deliver any amendments, assignments, instruments and similar documents that may reasonably be deemed by the RNC to be necessary for the perfection or protection of the RNC's rights as a creditor under or arising out of this Agreement.
- Section 4.2. Good Standing; Maintenance of Office and Records. The Borrower agrees that, during the terms of this Agreement, it shall maintain its corporate existence and good standing in the District of Columbia and its tax-exempt status under Section 501(c)(4) and the Internal Revenue Code; that it shall not merge into or consolidate with any other person; and that it shall not remove its office or principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without the prior written consent of the RNC.
- Section 4.3. Legal Compliance. The Borrower shall comply with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or its offices or assets.

#### ARTICLE V - DEFAULT AND REMEDIES

- Section 5.1. Events of Default. The following shall constitute an Event of Default under this Agreement:
- (a) Failure by the Borrower to pay or cause to be paid when due under this Agreement or upon demand by the RNC, any amount required to be paid by the Borrower pursuant to this Agreement;
- (b) The Borrower shall generally not pay its debts as they become due or shall make any assignment for the benefit of creditors, seek or have sought against it an order for relief under the Federal Bankruptcy Code, or cause or suffer the appointment of a receiver or similar official for it or any substantial portion of its assets.
- Section 5.2. Exercise of Remedies. Any right, remedy or power of the RNC hereunder may be exercised from time to time and as often as may be deemed expedient by the RNC, and a waiver by the RNC on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the RNC to

exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice as may be herein expressly required.

#### ARTICLE VI. MISCELLANEOUS

- Section 6.1. Choice of Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the District of Columbia.
- Section 6.2. Power of Attorney. The RNC is hereby irrevocably made, constituted and appointed by the Borrower as the true and lawful attorney for the Borrower with full power of substitution for the sole purpose of endorsing the name of the Borrower upon any and all checks, drafts, money orders and other instruments to be deposited to Borrower's deposit accounts.
- Section 6.3. Notices. All Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) on the day delivered by facsimile with confirmation or by hand delivery or (b) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the RNC or the Borrower as each is stated herein, whichever is appropriate. The RNC and the Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificate or other communications shall be sent.
- Section 6.4. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 6.5. Liability. The Republican National Committee (RNC) represents that it is an unincorporated association created by the Rules of the Republican Party adopted on August 17, 1992, by the Republican National Convention in Houston, Texas. The members, officers, employees and agents of the RNC, as well as the members of the Executive Committee of the RNC, shall not be personally liable for any debt, liability, or obligation of the RNC. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RNC, may look only to the funds and property of the RNC for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RNC.
- Section 6.6. Binding Effect; Modifications. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that the Borrower may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the RNC. This Agreement, together with the provisions of the Note, constitute the entire agreement between the parties hereto relating to the subject matter hereof, superseding all previous oral or written agreements relating to such subject matter, ad no amendment or waiver of any provision of this Agreement or the Note nor consent to any departure by the Borrower therefrom shall in any event be



effective unless the same shall be in writing and signed by the RNC and the Borrower, and the such waiver or consent shall be effective only in the specific instance and for the specific instance and for the specific purpose which given.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of this 11th day of May, 1993.

	NATIONAL POLICY FORUM  By: Kanner J. Lie
Date:	BY: Keinelly. Geel
	REPUBLICAN NATIONAL COMMITTEE
	BY: Dy Con
Date:	

#### DEMAND PROMISSORY NOTE

\$100,000

Washington, D.C. May 1, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated thus date (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, it no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This Note is issued pursuant to the Agreement, referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Kennery Lies

Attest:

Secretary

(Seal)

**EXHIBIT A** 

• a

#### ENTER PURCHASES

2 - DAILY WORK 1 - ENTER	PRUCHASES
VENDOR ID NAT350	INVOICE NO. 053194
	INVOICE DATE 5 21 OX
national Prices Fall	INVOICE DATE 5/3/94 (check date)
VENDOR NAME	INVOICE AMOUNT \$ 75,000.00
TAX CODE: 1 NON-TAXABLE	
2 TAXABLE DC 3 TAXED	BATCH NO.
4 MAILING COSTS	G/L PERIOD <u>5</u>
ITEM NO (R) (C) - LOCA	
11 11 21 0	DESCRIPTION
G/L ACCT 40 104	TAX CODE AMOUNT $$\frac{0.0000}{0.000}$
ITEM NO (R) (C)	
	DESCRIPTION
G/L ACCT	TAX CODE AMOUNT \$
ITEM NO (R) (C)	DROOTTON
G/L ACCT	TAX CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT	TAX CODE AMOUNT \$
	<del></del> .
ITEM NO (R) (C)	DESCRIPTION
	TAX CODE AMOUNT \$
KAN	UAL CHECK .
AMOUNT PAID \$ 15000	CHECK NO. 6932

# IGVET BAN

# REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6932

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

May 31,

948-408/560 1494

Seventy-Five Thousand and xx/100-

75,000.00

National Policy Forum

NOT NEGOTIABLE

RB 011042

R	epublican
•_ "	ational
_	tate lections
_	ommittee

LEGAL: NAT	
ACHOON!	
RETURN CHECK TO	3

#### MEHORANDUM

may 31 1994	
TO: JAY BANKING	
FROM: L. JOSKIISTI	
RE: REQUEST FOR PAYMENT	
Please pay attached invoice in the amount of \$	
from the Republican National State Elections Committee-COLOGIO	_
from the following account number 1-410/1169	•
Description of transaction DOCA	•
State if applicable .	•
PLEASE HAVE NOTATION IF THIS IS TO BE AN INCOMP-CONTRIBUTION	
	•
Matimal Policy Forum	

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Paid for by the Republican National State Elections Committee

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty four demand promissory notes totaling \$1,660,000, one in the amount of \$200,000, one in the principle amount of \$125,000, one in the principle amount of \$115,000, one in the principle amount of \$110,000, one in the principle amount of \$55,000, two in the principle amount of \$55,000, five in the principle amount of \$55,000, one in the principle amount of \$45,000, one in the principle amount of \$25,000, one in the principle amount of \$35,000, one in the principle amount of \$10,000, one in the principle amount of \$10,000, one in the principle amount of \$10,000, one in the principle amount of \$15,000, one in the principle amount of \$10,000, one in the principle

Attest:

REPUBLICAN NATIONAL COMMITTEE

Secretary

NATIONAL POLICY FORUM

#### **DEMAND PROMISSORY NOTE**

\$75,000

WASHINGTON, D.C. May 31, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Seventy Five Thousand Dollars (\$75,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Seal)

m

s Brown, Jr. Finance Chairman

E. Baroody, President

**EXHIBIT** Z

CC

#### ENTER PURCHASES

2 - DAILY WORK 1 - ENTER PR	UCHASES
VENDOR ID <u>NAT350</u>	INVOICE NO. 060394
VENDOR NAME  TAX CODE: 1 NON-TAXABLE 2 TAXABLE DC 3 TAXED 4 MAILING COSTS	invoice date  (check date)  Invoice amount \$ 50,000,000  BATCH NO.  G/L PERIOD
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT 11 410 1169 TAX	CODE AMOUNT \$ 50,000.00
ITEM NO (R) (C)	DESCRIPTION
G/L ACCTTAX	
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCTT	•
	L CHECK NO. 6933

# REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6933

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

June 3,

9468-408/560 1494

Fifty Thousand and xx/100-

50,000.00

National Policy Forum

NOT NEGOTIABLE

7111

Republican
National
State
Elections
Committee

LEGAL: WHE	
CON:	
RETURN CHECK TO:	

#### MEMORANDUM

TO: JAY BANNING	
From Lastulsa	
RE: REQUEST FOR PAYMENT	
·	
Please pay attached invoice in the amount of \$ 500000	
from the Republican National State Elections Committee COLOGO	
from the following account number 11-410-1169.	
Description of transaction	
State if applicable	
PLEASE HAVE NOTATION IF THIS IS TO BE AN INCOMP-CONTRIBUTION	
MAKE CHECK PAYABLE TO THE FOLLOWING:	
Description of the second	

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Paid for by the Republican National State Elections Committee

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty five demand promissory notes totaling \$1,710,000, one in the amount of \$200,000, one in the principle amount of \$125,000, one in the principle amount of \$115,000, one in the principle amount of \$110,000, one in the principle amount of \$75,000, two in the principle amount of \$55,000, one in the principle amount of \$55,000, one in the principle amount of \$45,000, one in the principle amount of \$35,000, one in the principle amount of \$35,000, one in the principle amount of \$10,000 one in the principle amount of \$10,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z and AA hereto (the Note).

Attest:

REPUBLICAN NATIONAL COMMITTEE

Secretary

NATIONAL POLICY FORUM

#### DEMAND PROMISSORY NOTE

\$50,000

WASHINGTON, D.C. June 2, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Michael E. Baroody, President

Secretary

(Seal)

W. L. Lyons Brown, Jr. Finance Chairman

EXHIBIT AA

# 

#### ENTER PURCHASES

2 - DAILY WORK 1 - ENTER PR	UCHASES
VENDOR ID <u>NAT350</u>	INVOICE NO. 060894
,	INVOICE DATE 6 S S S S S S S S S S S S S S S S S S
- 1   1   1   1   1   1   1   1   1   1	111
•	invoice amount \$ 80,000.00
TAX CUDE: I NON-IMARDE	BATCH NO.
0 50 1750	G/L PERIOD
TEM NO (R) (C)	
11/10 11/-0	DESCRIPTION St NO
G/L ACCT // 4/0 / TAX	CODE AMOUNT \$ SO OO
ITEM NO (R) (C)	
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	<del>-</del> ·
ITEM NO (R) (C)	
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	
	DESCRIPTION
G/L ACCT TA	X CODE AMOUNT \$
	L CHECK MO30
AMOUNT PAID \$ 000000	CHECK NO. <u>6439</u>

# REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6939

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

June 8,

9468-408/560 1494

Eighty Thousand and xx/100-

80,000.00

National Policy Forum

NOT NEGOTIABLE

Republican National State Elections Committee

LEGAL: //L	··
ADMIN:	) •
RETURN CHECK TO:	

#### MEMORANDUM

DATE: June 8, 1994
TO: JAY BANNING
FROM: ) ON NIME !
RE: REQUEST FOR PAYMENT
Please pay attached invoice in the amount of \$ 80 000.00
from the Republican National State Elections Committee Con Concato
from the following account number 11-410/1169.
Description of transaction
State if applicable
PLEASE MAKE NOTATION IF THIS IS TO BE AN INCOMP-CONTRIBUTION
MAKE CHECK PAYABLE TO THE FOLLOWING:  Dational Policy Follow

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003

Pald for by the Republican Mational State Elections Committee

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty six demand promissory notes totaling \$1,790,000, one in the amount of \$200,000, one in the principle amount of \$125,000, one in the principle amount of \$115,000, one in the principle amount of \$110,000, one in the principle amount of \$80,000, two in the principle amount of \$55,000, six in the principle amount of \$55,000, one in the principle amount of \$35,000, two in the principle amount of \$15,000, one in the principle amount of \$35,000, one in the principle amount of \$15,000 and one in the principle amount of \$10,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA and BB hereto (the Note).

Attest:

REPUBLICAN NATIONAL COMMITTEE

Secretary

NATIONAL POLICY FORUM

#### DEMAND PROMISSORY NOTE

\$80,000

WASHINGTON, D.C. June7, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Eighty Thousand Dollars (\$80,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate.

Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Michael E. Baroody, President

Secretary

(Seal)

W. L. Lyons Brown, Jr. Finance Chairman

EXHIBIT BB

1	7,		1
_	ر	_	

2 - DAILY WORK 1 - ENTER PRUCHASES  VENDOR ID		
INVOICE DATE  VENDOR NAME  TAX CODE: 1 NON-TAXABLE 2 TAXABLE DC 3 TAXED 4 MAILING COSTS  G/L PERIOD  G/L ACCT  ITEM NO (R) (C)  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  DESCRIPTION  TAX CODE  AMOUNT \$  DESCRIPTION  TAX CODE  AMOUNT \$  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  ITEM NO (R) (C)  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  ITEM NO (R) (C)  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  ITEM NO (R) (C)  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  ITEM NO (R) (C)  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  ITEM NO (R) (C)  DESCRIPTION  DESCRIPTION  G/L ACCT  TAX CODE  AMOUNT \$  ITEM NO (R) (C)  DESCRIPTION	2 - DAILY WORK 1 - ENTER PR	~ ( ~
TAX CODE	VENDOR ID <u>NAT350</u>	INVOICE NO. 060999
ITEM NO (R) (C)	""AX CODE" I NUN="AXAMLE	
ITEM NO (R) (C)	3 TAXED 4 MAILING COSTS	G/L PERIOD
TAX CODE	ITEM NO (R) (C)	DESCRIPTION
TAX CODE	ITEM NO (R) (C)	DESCRIPTION
TAX CODE		
TAX CODE	ITEM NO (R) (C)	DESCRIPTION
DESCRIPTION  G/L ACCT TAX CODE AMOUNT \$  ITEM NO (R) (C)  DESCRIPTION		
ITEM NO (R) (C)	ITEM NO (R) (C)	DESCRIPTION
·	G/L ACCT TAX	CODE AMOUNT \$
·	ITEM NO (R) (C)	DESCRIPTION

RB 011056

CHECK

CHECK NO.

MANUAL

### REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6942

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

June 9,

94 68-408/560 1494

One Hundred Forty-Thousand and xx/100-

140,000.00

National Policy Forum

NOT NEGOTIABLE

RB 011057

Aupublican National State Elections Committee

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YDADNI		R		
•		<del>,,/</del>		-
RETURN	CHECK' T	O8		

#### MEMORANDUM

DATE: JUNE 9, 1994
TO: JAY BUNING
FROM: L. Gaskulski
RE: REQUEST FOR PAYMENT
Please pay attached invoice in the amount of \$ 40000
from the Republican National State Elections Committee- COTODO
from the following account number 11-410/1169
Description of transaction 100502
State if applicable .

PLEASE MAKE NOTATION IF THIS IS TO BE AN INCOMPONIBILITION

Dational Policy Forum

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Paid for by the Republican Hallonal State Elections Committee

#### DEMAND PROMISSORY NOTE

\$140,000

WASHINGTON, D.C. June 9, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE. Washington, D.C. 20003 the principal amount of One Hundred and Fourty Thousand Dollars (\$140,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on August 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on August 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Michael E. Baroody, President

Secretary

(Seal)

W. L. Lyons Brown, Jr. Finance Chairman

**EXHIBIT CC** 

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty seven demand promissory notes totaling \$1,930,000, one in the amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$120,000, two in the principle amount of \$120,000, one in the principle amount of \$120,000, one in the principle amount of \$5100,000, one in the principle amount of \$75,000, two in the principle amount of \$55,000, six in the principle amount of \$50,000, one in the principle amount of \$45,000, one in the principle amount of \$25,000, one in the principle amount of \$25,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB and CC hereto (the Note).

NATIONAL POLICY FORUM

CIAMAD

Attest:	Mulice
Secretary	REPUBLICAN NATIONAL COMMITTEE
	Se (Cie)

CC.

# 

#### ENTER PURCHASES

2 - DAILY WORK 1 - ENTER PR	UCHASES
vendor id <u>NAT350</u>	INVOICE NO. 06 30 94
	INVOICE DATE / 20 O//
National Policy Jaum	INVOICE DATE (check date)
VENDOR NAME	invoice amount \$ 85,000.00
2 TAXABLE DC	BATCH NO.
3 TAXED 4 MAILING COSTS	G/L PERIOD
ITEM NO (R) (C) / Dal	
11. 11.0	DESCRIPTION OCTOOR (V)
G/L ACCT // 4/0 //64 TAX	code amount $$8500.00$
ITEM NO (R) (C)	
	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	
11th No (x) (c)	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
	·
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	
	DESCRIPTION
G/L ACCTT	AX CODE AMOUNT \$
	L CHECK
AMOUNT PAID \$ 85000.00	CHECK NO

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

694

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

June 30,

94 68-408/560

Eighty-Five Thousand and xx/100-

85,000.00

National Policy Forum

NOT NEGOTIABLE

Republican National State Elections Committee

LEGAL:		
DATINI OF	• ,	•
RETURN CHECK TO:	,	-

#### MEMORANDUM

DATE: June 29, 1994
TO: JAY BANNING
FROM: L. Gaskulski
RE: REQUEST FOR PAYMENT
Please pay attached invoice in the amount of \$ 85,000.00 from the Republican National State Elections Committee_COMMOTO
from the following account number \\-\4\0\
Description of transaction
State if applicable
PLEASE MAKE NOTATION IF THIS IS TO BE AN INCOMP-CONTRIBUTION
Mational Policy Forum

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Paid for by the Republican National State Decilons Committee

4

# ADDENDUM NO. 3 TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN THE NATIONAL POLICY FORUM AND THE REPUBLICAN NATIONAL COMMITTEE

1. Section 1.1 of the Loan Agreement entered into on May 1, 1993 by and between the National Policy Forum and the Republican National Committee is amended as follows:

Section 1.1 Loan Facility. The RNC agrees, on the terms and conditions set forth, to make advances of loan proceeds (collectively "Advances") to the Borrowers from time to time during the period from May 1, 1993 to and including December 31, 1994 (the "Availability Period") in an aggregate amount outstanding at any time not to exceed \$2,500,000. All Advances under this agreement shall be evidenced by demand promissory notes, in the form attached as Exhibits hereto (the Note).

2. Section 1.4 of the Loan Agreement is amended as follows:

Change "the maturity date of the Note on April 30, 1994" in the first sentence to "the maturity of the Note on December 31, 1994."

Change "the maturity date of the Note or April 30, 1994" in the third sentence to "the maturity of the Note or December 31, 1994."

- 3. A new Section 1.6 is added as follows:
- 1.6 Extension of Due Date of Promissory Notes; No Additional Signatories Necessary. The due date for payment of all outstanding promissory notes executed pursuant to this agreement shall be extended to December 31, 1994 with no further amendment of such notes being necessary. The signatories below agree that they are authorized to make this agreement on behalf of their respective organizations, and that the signatures below constitute sufficient evidence of this agreement, with no additional signatories required, notwithstanding the existence of additional signatories on certain of the promissory notes executed pursuant tot this agreement.

For the National Policy Forum

For the Republican National Committee

June 28, 1994

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. All Advances under this agreement shall be evidenced by twenty eight demand promissory notes totaling \$2,015,000, one in the amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$125,000, one in the principle amount of \$120,000, two in the principle amount of \$100,000, one in the principle amount of \$80,000, two in the principle amount of \$75,000, two in the principle amount of \$65,000, one in the principle amount of \$53,000, one in the principle amount of \$30,000, one in the principle amount of \$30,000, one in the principle amount of \$35,000, one in the principle amount of \$35,000, one in the principle amount of \$30,000, one in the principle amount of \$35,000, one in the principle amount of \$10,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC and DD hereto (the Note).

Attest:

- REPUBLICAN NATIONAL COMMITTEE

Secretary

NATIONAL POLICY FORUM

#### DEMAND PROMISSORY NOTE

\$85,000

WASHINGTON, D.C. June 28, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Eighty Five Thousand Dollars (\$85,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Michael E. Baroody, President

Secretary

-

(Seal)

W. L. Lyons Brown, Jr. Finance Chairman

**EXHIBIT DD** 

# ADDENDUM NO. 3 TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN THE NATIONAL POLICY FORUM AND THE REPUBLICAN NATIONAL COMMITTEE

1. Section 1.1 of the Loan Agreement entered into on May 1, 1993 by and between the National Policy Forum and the Republican National Committee is amended as follows:

Section 1.1 Loan Facility. The RNC agrees, on the terms and conditions set forth, to make advances of loan proceeds (collectively "Advances") to the Borrowers from time to time during the period from May 1, 1993 to and including December 31, 1994 (the "Availability Period") in an aggregate amount outstanding at any time not to exceed \$2,500,000. All Advances under this agreement shall be evidenced by demand promissory notes, in the form attached as Exhibits hereto (the Note).

2. Section 1.4 of the Loan Agreement is amended as follows:

Change "the maturity date of the Note on April 30, 1994" in the first sentence to "the maturity of the Note on December 31, 1994."

Change "the maturity date of the Note or April 30, 1994" in the third sentence to "the maturity of the Note or December 31, 1994."

- 3. A new Section 1.6 is added as follows:
- 1.6 Extension of Due Date of Promissory Notes; No Additional Signatories Necessary. The due date for payment of all outstanding promissory notes executed pursuant to this agreement shall be extended to December 31, 1994 with no further amendment of such notes being necessary. The signatories below agree that they are authorized to make this agreement on behalf of their respective organizations, and that the signatures below constitute sufficient evidence of this agreement, with no additional signatories required, notwithstanding the existence of additional signatories on certain of the promissory notes executed pursuant tot this agreement.

For the National Policy Forum

For the Republican National Committee

June 28, 1994

#### ENTER PURCHASES

CC

2 - DAILY WORK 1 - ENTER PR	UCHASES
VENDOR ID NAT350	INVOICE NO. O] [494
	INVOICE DATE 7,1494
national Policy Fall	(check date)  INVOICE AMOUNT \$ 0.000.00
TAX CODE: 1 NON-TAXABLE	
2 TAXABLE DC	BATCH NO.
4 MAILING COSTS	BATCH NO.  G/L PERIOD
TITEM NO (B) (C)	
	CODE AMOUNT \$ 7000.00
TTEM NO (R) (C)	
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT	CODE AMOUNT \$
ITEM NO (R) (C)	
·	
G/L ACCTTA	X CODE AMOUNT \$
WANTA	L CEBCK
AMOUNT PAID S	CHECK NO. 6954

1月、大きの事のを見るで、大方の方を

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6954

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

July 14,

9468-408/560 1494

Seventy Thousand and xx/100-

70,000.00

National Policy Forum

NOT NEGOTIABLE

RB 011069

Republican National State Elections Committee

Cari "	11	
ADMINI	12	•
RETURN C	POEK TO:	

#### NEMORANDUN

DATE: JULY 14, 1994

State if applicable

TO: JAY BANKUNG	
FROM: KJUDUUSU	
RE: REQUEST FOR PAYMENT	
	70 m
Please pay attached invoice in t	he amount of \$ 1000
from the Republican National Sta	te Elections Committee-COX
from the following account number	- 11-410/
Description of transaction	100

PLEASE MAKE NOTATION IF THIS IS TO BE AN INICIAD-CONTRIBUTION

1 alimai tolicy to
_

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington; D.C. 20003
Paid for by the Republican National State Elections Committee

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. All Advances under this agreement shall be evidenced by twenty nine demand promissory notes totaling \$2,085,000, one in the amount of \$200,000, one in the principle amount of \$140,000. one in the principle amount of \$125,000, one in the principle amount of \$120,000, two in the principle amount of \$115,000, one in the principle amount of \$110,000, one in the principle amount of \$100,000, one in the principle amount of \$85,000, one in the principle amount of \$80,000, two in the principle amount of \$75,000, one in the principle amount of \$70,000, two in the principle amount of \$65,000, one in the principle amount of \$55,000, six in the principle amount of \$50,000, one in the principle amount of \$45,000, one in the principle amount of \$35,000, two in the principle amount of \$30,000, one in the principle amount of \$25,000, one in the principle amount of \$15,000 and one in the principle amount of \$10,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD and EE hereto (the Note).

Attest:	Michies
Secretary	REPUBLICAN NATIONAL COMMITTEE

NATIONAL POLICY FORUM

#### DEMAND PROMISSORY NOTE

\$70,000

WASHINGTON, D.C. July 14, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of SeventyThousand Dollars (\$70,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

Attest:

NATIONAL POLICY FORUM

Michael E. Baroody, President

Secretary

(Seal)

EXHIBIT EE

THIRD NPF BOARD OF DIRECTORS MEETING RESOLUTION, JUNE 29, 1994

WHEREAS, TO CONTINUE THE STATED PURPOSE AND GOALS OF THE NATIONAL POLICY FORUM IT HAS BEEN NECESSARY TO BORROW FUNDS FROM TIME TO TIME AT COMMERCIAL RATES; AND,

WHEREAS, IT MAY BE NECESSARY TO BORROW ADDITIONAL MONIES.

NOW THEREFORE BE IT RESOLVED, THAT THE NATIONAL POLICY FORUM'S BOARD OF DIRECTORS HEREBY RATIFIES ALL LOANS ENTERED INTO AND FOR THE BENEFIT OF THE NPF, AND EMPOWERS ITS PRESIDENT AND FINANCE CHAIRMAN TO AUTHORIZE JOINTLY, AND TO EXECUTE, JOINTLY OR INDIVIDUALLY, ANY FUTURE LOAN DOCUMENTS NOT TO EXCEED \$1,000,000 IN THE AGGREGATE AS THEY MAY DEEM NECESSARY WITHOUT FURTHER BOARD RESOLUTIONS.

BE IT FURTHER RESOLVED THAT IN THE PRESIDENT'S ABSENCE, EITHER OF THE VICE PRESIDENTS SHALL HAVE THE AUTHORITY TO EXECUTE LOAN DOCUMENTS.

JUNE 29, 1994

#### ENTER PURCHASES

2 - DAILY WORK 1 - ENTER PR	UCHASES
VENDOR ID <u>NAT350</u>	INVOICE NO. 08 1294
	INVOICE DATE
National Policy Faunc	(Check date)
VENDOR NAME	INVOICE AMOUNT \$ 60 000
2 TAXABLE DC	BATCH NO.
3 TAXED 4 MAILING COSTS	G/L PERIOD
TTEM NO (R) (C)	
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	DESCRIPTION
G/L ACCT 1 910 1164 TAX	DESCRIPTION SECOND AMOUNT SECOND
TTEM NO (B) (C)	
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TAX	
	•
ITEM NO (R) (C)	DESCRIPTION
G/L ACCT TAX	CODE AMOUNT \$
·	
ITEM NO (R) (C)	DESCRIPTION
_	
G/L ACCT T2	AX CODE AMOUNT \$
KANUA	L CHECK
AMOUNT PAID \$ 60 000.00	
AMOUNT PAID \$ (1)	CRECK NO

### REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6979

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

August 12,

94 68-408/560 1494

Sixty Thousand and xx/100-

60,000.00

National Policy Forum

NOTNEGOTABLE

RB 011075

Republican National State Elections Committee

Bari -	M	
אנים נו	DUB	• .
RETURN CH	ECK TO:	•

#### **KEKORANDUM**

DATE: alla. 10,1994
TO: JAY BANKING
FROM: Laskulski
RE: REQUEST FOR PAYMENT
60,000.00
Please pay attached invoice in the amount of \$
from the Republican National State Elections Committee COLOCOTO
from the following account number 11-410-1169
Description of transaction
State if applicable
PLEASE HAKE NOTATION IP THIS IS TO BE AN DECIMO-CONTRIBUTION
Dational Policy Forum

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. All Advances under this agreement shall be evidenced by thirty demand promissory notes totaling \$2,145,000, one in the amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$125,000, one in the principle amount of \$120,000, two in the principle amount of \$115,000, one in the principle amount of \$110,000, one in the principle amount of \$100,000, one in the principle amount of \$85,000, one in the principle amount of \$80,000, two in the principle amount of \$75,000, one in the principle amount of \$70,000, two in the principle amount of \$65,000, one in the principle amount of \$60,000, one in the principle amount of \$55,000, six in the principle amount of \$50,000, one in the principle amount of \$45,000, one in the principle amount of \$35,000, two in the principle amount of \$30,000, one in the principle amount of \$25,000, one in the principle amount of \$15,000 and one in the principle amount of \$10,000 in the form attached as Exhibits C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE and FF hereto (the Note).

	De la companya della companya della companya de la companya della
Attest:	Daniel B. Denning, Vice President
	REPUBLICAN NATIONAL COMMITTEE
Secretary	( )
	<del>:///////</del>

NATIONAL BOLICY FORUM

#### DEMAND PROMISSORY NOTE

\$60,000

WASHINGTON, D.C. August 12, 1994

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Sixty Thousand Dollars (\$60,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

Attest:

Daniel B. Denning, Vice President

NATIONAL POLICY FORUM

Secretary

(Seal)

**EXHIBIT FF** 



Republican National RNSEC - SYNOPSIS CASH POSITION STATEMENT

JANUARY 1, 1993 TO DECEMBER 24, 1993

State

Elections Committee

WEEKLY TOTAL HONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1993

#### CASH RECEIPTS:

DIRECT HAIL PROMOTIONAL **TELECOMMUNICATIONS** MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES EAGLES EUROPEAN TRIP TEAH 100 TEAM 100 - EUROPEAN TRIP **HAJORITY FUND** GALA **GOVERNORS ASSOCIATION** TRANSFER IN-SENATORIAL COMM TRANSFER IN-CONGRESSIONAL COMM TRAVEL REBATES MISCELLANEOUS

TOTAL

#### CASH DISBURSEMENTS:

MEMBER RELATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS

30,000

(20,000)

230,000

TOTAL

CASH - DECEMBER 24, 1993

REDACTED

Disign D. Eisenhower Rabublican Center • 310 First Street Southeast • Washington, D.C. 20003



Republican National State RNSEC - SYNOPSIS
CASH POSITION STATEMENT

JANJARY 1, 1993 TO DECEMBER 31, 1993

Elections Committee

WEEKLY TOTAL MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1993

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL TELECORMUNICATIONS MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: HAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES EAGLES EUROPEAN TRIP TEAM 100 TEAM 100 - EUROPEAN TRIP MAJORITY FUND GALA GOVERNORS ASSOCIATION TRANSFER IN-SENATORIAL COMM TRANSFER IN-CONGRESSIONAL COMM TRAVEL REBATES MISCELLANEOUS

TOTAL

CASH DISBURSEMENTS:

MEMBER RELATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS

30,000

of a few one for the

10,000

260,000

TOTAL

REDACTEU

CASH - DECEMBER 31, 1993

Divight Dil Eisenhower Republitish Center • 310 First Street Southeast • Washington, DIC 20003

RB 010127

:



Republican National State Elections RNSEC - SYNOPSIS
CASH POSITION STATEMENT

JANUARY 1, 1993 TO DECEMBER 17, 1993

WEEKLY MONTH YEAR TOTAL TO DATE TO DATE

CASH - JANUARY 1, 1993

#### CASH RECEIPTS:

Committee

DIRECT MAIL PROMOTIONAL TELECOMMUNICATIONS MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES EAGLES EUROPEAN TRIP **TEAM 100** 100 - EUROPEAN TRIP MAJORITY FUND GALA GOVERNORS ASSOCIATION TRANSFER IN-SENATORIAL COMM TRANSFER IN-CONGRESSIONAL COMM TRAVEL REBATES **HISCELLANEOUS** 

TOTAL

#### CASH DISBURSEMENTS:

MEMBER RELATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS

(50,000) (50,000)

200,000

TOTAL

CASH - DECEMBER 17, 1993

Owight D. Eisenhower Republican Center • 310 First Street Sourceast • Washington, D.C. 20003



Republican National RNSEC - SYNOPSIS CASH POSITION STATEMENT

JANUARY 1, 1993 TO DECEMBER 10, 1993

State

Elections Committee

WEEKLY TOTAL HONTH TO DATE YEAR TO DATE

. .

CASH - JANUARY 1, 1993

CASH RECEIPTS:

DIRECT MAIL PROHOTIONAL TELECOMMUNICATIONS MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES EAGLES EUROPEAN TRIP TEAM 100 TEAM 100 - EUROPEAN TRIP MAJORITY FUND GALA GOVERNORS ASSOCIATION TRANSFER IN-SENATORIAL COMM TRANSFER IN-CONGRESSIONAL COMM TRAVEL REBATES

TOTAL

CASH DISBURSEMENTS:

MEMBER RELATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS

0

250,000

TOTAL

CASH - DECEMBER 10, 1993

REDACTED

Dwight D. Eisenhower Republican Center • 310 First Street Southeast • Washington, D.C. 20003

RB 010129



Republican National RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1993 TO DECEMBER 3, 1993

State

Elections Committee

WEEKLY TOTAL MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1993

#### CASH RECEIPTS:

DIRECT HAIL PROMOTIONAL TELECOMMUNICATIONS MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES** EAGLES EUROPEAN TRIP TEAM 100 TEAM 100-EUROPEAN TRIP MAJORITY FUND GOVERNORS ASSOCIATION TRANSFER IN-SENATORIAL COMM TRANSFER IN-CONGRESSIONAL COMM TRAVEL REBATE

TOTAL

#### CASH DISBURSEMENTS:

HEMBER RELATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS

0 250,000

TOTAL

CASH - DECEMBER 3, 1993

REDACTED

Digital Die Senhawer Republican Center • 310 First Street Southeast • Washington, D.C. 20003



#### Republican National State Elections

Committee

RNSEC - SYNOPSIS CASH POSITION STATEMENT

JANUARY 1, 1993 TO NOVEMBER 30, 1993

WEEKLY TOTAL MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1993

CASH RECEIPTS:

DIRECT HAIL PROMOTIONAL TELECOMMUNICATIONS MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES EAGLES EUROPEAN TRIP TEAM 100 100 - EUROPEAN TRIP MAJORITY FUND GOVERNORS ASSOCIATION TRANSFER IN-SENATORIAL COMM TRANSFER IN-CONGRESSIONAL COMM TRAVEL REBATES

TOTAL

CASH DISBURSEMENTS:

MEMBER RELATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS

250,000

TOTAL

CASH - NOVEMBER 30, 1993

MUALTED

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003



RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1993 TO NOVEMBER 26, 1993

Republican National State Elections

WEEKLY

MONTH TO DATE YEAR TO DATE

Cash - January 1, 1993

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL TELECOMMUNICATIONS **MAJOR DONORS:** CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES EAGLES EUROPEAN TRIP **TEAM 100** 100 - EUROPEAN TRIP TEAM **HAJORITY FUND** GOVERNORS ASSOCIATION TRANSFER IN-SENATORIAL COMM TRANSFER IN-CONGRESSIONAL COMM TRAVEL REBATES

TOTAL

CASH DISBURSEMENTS:

MEMBER RELATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS

0 250,000

TOTAL

CASH - NOVEMBER 26, 1993

REDACTED

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington. D.C. 20003

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RB 010132



### Republican National

Committee

### REPUBLICAN NATIONAL COMMITTEE CASH POSITION STATEMENT

JANUARY 1, 1995 THROUGH DECEMBER 31, 1995

WEEKLY TOTALS MONTHLY TOTALS YEAR TO DATE

CASH - JANUARY 1, 1995

() (2)

**DIRECT MAIL:** 

PROMOTIONAL:

**TELECOMMUNICATIONS:** 

PROMOTIONAL- TELECOMMUNICATIO

PROMOTIONAL: MAJOR DONORS
REPUBLICAN CAMPAIGN COUNCIL
PRESIDENT'S CLUB

PRESIDENT'S CLUB
CHAIRMAN'S ADVISORY

MAJOR DONOR CLUBS:

REPUBLICAN CAMPAIGN COUNCIL

PRESIDENT'S CLUB
CHAIRMAN'S ADVISORY

**EAGLES:** 

**TEAM 100:** 

**MAJORITY FUND (PAC)** 

RNFC

**CANDIDATE TRUST** 

GALA '95

LOAN: SIGNET

TOTALS

APPLICATIONS OF CASH: EXPENDITURES LESS RNSEC TRANSFERS

LESS MISC RECEIPTS

TOTALS

CASH DECEMBER 31, 1995

REDACTED

RB 010133

Dwight D. Eisenhower Republican Center • 310 First Street Southeast • Washington D.C. 20003 • (202) 863-8500 TDD 203 983 9715 • FAY (202) 983-9830



# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO DECEMBER 31, 1995

WEEKLY MONTH YEAR
TOTAL TO DATE TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR **MAJOR DONORS: CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY TRANSFER IN-SENATORIAL COMM. PROMO-CAMPAIGN COUNCIL POMO-PRESIDENTS CLUB PROMO-CHAIRMANS ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

50,000

50,000

600,000

CASH - DECEMBER 31, 1995

TOTAL

REDACTED



## RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO DECEMBER 22, 1996

WEEKLY

MONTH TO DATE YEAR

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL** TELECOMMUNICATIONS TELECOMMUNICATIONS-PR **MAJOR DONORS:** CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY TRANSFER IN-SENATORIAL COMM. PROMO-CAMPAIGN COUNCIL PROMO-PRESIDENTS CLUB PROMO-CHAIRMANS ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM

TOTAL

CASH DISBURSEMENTS:

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

550,000

TOTAL

CASH - DECEMBER 22, 1995

REDACTED

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# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO DECEMBER 8, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

#### CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL TELECOMMUNICATIONS TELECOMMUNICATIONS-PR **MAJOR DONORS:** CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY TRANSFER IN-SENATORIAL COMM. PROMO-CAMPAIGN COUNCIL PROMO-PRESIDENTS CLUB PROMO-CHAIRMANS ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM

TOTAL

#### CASH DISBURSEMENTS:

TRANSFER IN RNC TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

CASH - DECEMBER 8, 1996

### REDACTED

Divintrio Eigennower Renich iden Derror • 310 Firet Rheel Britineest • Weshington DiG 20003

550,000



# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO NOVEMBER 24, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL** TELECOMMUNICATIONS TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB **CHAIRMAN ADVISORY EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-SENATORIAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

D

0

450,000

TOTAL

**CASH - NOVEMBER 24, 1995** 

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In the IDE of the Report of Danier • Brit River Street Sturreast • Washington IDIO 20003



Committee

# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO NOVEMBER 30,1995

WEEKLY

MONTH TO DATE YEAR

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. GOVERNORS ASSOCIATION TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-SENATORIAL COMM

TOTAL

CASH DISBURSEMENTS:

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMANMEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

100,000

100,000

550,000

TOTAL

CASH - NOVEMBER 30, 1995

REDACTED



# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO NOVEMBER 17, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL
PROMOTIONAL
TELECOMMUNICATIONS
TELECOMMUNICATIONS-PR
MAJOR DONORS:
CAMPAIGN COUNCIL
PRESIDENT'S CLUB
CHAIRMAN ADVISORY
PROMOTIONAL: MAJOR DONOR
CAMPAIGN COUNCIL
PRESIDENT'S CLUB
CHAIRMAN ADVISORY

EAGLES
TEAM 100
MAJORITY FUND
GALA

GALA
NATIONAL FINANCE COMM.
GOVERNORS ASSOCIATION
TRANSFER IN-CONGRESSIONAL COMM
TRANSFER IN-SENATORIAL COMM
TRANSFER IN-RNC
TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

450,000

TOTAL

**CASH - NOVEMBER 17, 1995** 

REDACTED

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# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO NOVEMBER 10, 1995

WEEKLY TOTAL MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL
PROMOTIONAL
TELECOMMUNICATIONS
TELECOMMUNICATIONS-PR
MAJOR DONORS:
CAMPAIGN COUNCIL
PRESIDENT'S CLUB
CHAIRMAN ADVISORY
PROMOTIONAL: MAJOR DONOR
CAMPAIGN COUNCIL
PRESIDENT'S CLUB
CHAIRMAN ADVISORY
EAGLES
TEAM 100
MAJORITY FUND
GALA

NATIONAL FINANCE COMM.
GOVERNORS ASSOCIATION
TRANSFER IN-CONGRESSIONAL COMM
TRANSFER IN-RNC
TRAVEL REBATE

4 1120A16

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

U

0

450,000

TOTAL

CASH - NOVEMBER 10, 1995

REDACTED



	RNSEC - SYNOPS	IS		
CASH	POSITION STAT	EMENT		
	1995 TO NOVE			
	WEEKLY	MONTH	YEAR	
	TOTAL	TO DATE	TO DATE	
CASH - JANUARY 1, 1995				
CASH RECEIPTS:				
DIRECT MAIL				
PROMOTIONAL				
TELECOMMUNICATIONS				
TELECOMMUNICATIONS-PR				
MAJOR DONORS:				
CAMPAIGN COUNCIL				
PRESIDENT'S CLUB				
CHAIRMAN ADVISORY				
PROMOTIONAL: MAJOR DONOR				
CAMPAIGN COUNCIL				
PRESIDENT'S CLUB			•	٤
CHAIRMAN ADVISORY			•.	
EAGLES				
TEAM 100				
MAJORITY FUND				
GALA				
NATIONAL FINANCE COMM.				
GOVERNORS ASSOCIATION				
TRANSFER IN-CONGRESSIONAL COMM				
TRANSFER IN-RNC				
TRAVEL REBATE				
	***********	***********		
TOTAL				
TOTAL				
CASH DISBURSEMENTS:				
CHAIDMAN				
CHAIRMAN				
MEMBER RELATIONS				
COMMUNICATIONS				
FINANCE				
POLITICAL				
LEGAL/REDISTRICTING				
GOVERNOR'S ASSOCIATION		_		
NATIONAL POLICY FORUM		0	0 450,0	ЮО
PRIOR YEARS OBLIGATIONS				
INTER-COMMITTEE TRANSFERS				
LOAN	•			
	\0152+++60+P+++406++	*********************************		
TATA:				
TOTAL				

### REDACTED

RB 010141

CASH - NOVEMBER 3, 1995



## RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO OCTOBER 31, 1995

TOTAL

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS TELECOMMUNICATIONS-PR** MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB **CHAIRMAN ADVISORY** PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM

TOTAL

CASH DISBURSEMENTS:

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

200,000

200,000

450,000

TOTAL

CASH - OCTOBER 31, 1995

REDACTED



Committee

## RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO OCTOBER 20, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB **CHAIRMAN ADVISORY** PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB **CHAIRMAN ADVISORY** EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN

MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

ı

0

250,000

TOTAL

**CASH - OCTOBER 20, 1995** 

REDACTED



# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO OCTOBER 13, 1996

WEEKLY MONTH YEAR
TOTAL TO DATE TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS TELECOMMUNICATIONS-PR** MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC

TOTAL

CASH DISBURSEMENTS:

TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

U

0

250,000

TOTAL

**CASH - OCTOBER 13, 1995** 

REDACTED

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Committee

## RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO SEPTEMBER 22, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

80,000

250,000

TOTAL

CASH - SEPTEMBER 22, 1995

## REDACTED



#### RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO SEPTEMBER 29, 1995

WEEKLY MONTH YEAR TOTAL TO DATE TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM

TOTAL

CASH DISBURSEMENTS:

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN MEMBER RELATIONS COMMUNICATIONS FINANCE POLITICAL LEGAL/REDISTRICTING GOVERNOR'S ASSOCIATION NATIONAL POLICY FORUM PRIOR YEARS OBLIGATIONS INTER-COMMITTEE TRANSFERS LOAN

50,000

250,000

TOTAL

CASH - SEPTEMBER 29, 1995

## REDACTED



Republican National State Elections Committee

# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO SEPTEMBER 15, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

REDACTED

DIRECT MAIL PROMOTIONAL. **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB **CHAIRMAN ADVISORY** EAGLES TEAM 100 MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

50,000

250,000

TOTAL

CASH - SEPTEMBER 15, 1995

### REDACTED



**Elections** 

Committee

## REDACTED

#### RNSEC - SYNOPSIS **CASH POSITION STATEMENT**

JANUARY 1, 1995 TO SEPTEMBER 8, 1996

WEEKLY TOTAL

MONTH TO DATE

YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN MEMBER RELATIONS COMMUNICATIONS **FINANCE POLITICAL** LEGAL/REDISTRICTING **GOVERNOR'S ASSOCIATION** NATIONAL POLICY FORUM PRIOR YEARS OBLIGATIONS INTER-COMMITTEE TRANSFERS LOAN

50,000

50.000

250,000

TOTAL

CASH - SEPTEMBER 8, 1995

REDACTED

RB 010148

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Committee

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RNSEC - SYNOPSIS **CASH POSITION STATEMENT** JANUARY 1, 1995 TO AUGUST 31, 1995

> WEEKLY TOTAL

MONTH TO DATE

**YEAR** TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB **CHAIRMAN ADVISORY** PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB **CHAIRMAN ADVISORY EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM.

**GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM

TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN MEMBER RELATIONS COMMUNICATIONS FINANCE POLITICAL LEGAL/REDISTRICTING **GOVERNOR'S ASSOCIATION NATIONAL POLICY FORUM** PRIOR YEARS OBLIGATIONS INTER-COMMITTEE TRANSFERS LOAN

200,000

TOTAL

**CASH - AUGUST 31, 1995** 

REDACTED

RB 010149

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Republican National State Elections

Committee

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# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO AUGUST 26, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

**CASH RECEIPTS:** 

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC

TOTAL

CASH DISBURSEMENTS:

TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

200,000

TOTAL

CASH - AUGUST 25, 1995

REDACTED

RB 010150

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### Republican National State Elections Committee

### REDACTED

# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO AUGUST 18, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL** TELECOMMUNICATIONS TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. GOVERNORS ASSOCIATION TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC

TOTAL

CASH DISBURSEMENTS:

TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

200.00

TOTAL

CASH - AUGUST 18, 1995

REDACTED



### Republican National State Elections Committee

### REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO JULY 31, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB **CHAIRMAN ADVISORY** PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM.

TOTAL

TRANSFER IN-CONGRESSIONAL COMM

CASH DISBURSEMENTS:

**GOVERNORS ASSOCIATION** 

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

200,000

200,000

TOTAL

CASH - JULY 31, 1995

REDACTED

RB 010152

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#### RNSEC . SYNOPSIS CASH POSITION STATEMENT

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JANUARY 1, 1996 TO JULY 21, 1995

WEEKLY TOTAL

MONTH TO DATE

YEAR TO DATE

CASH - JANUARY 1, 1995

\$2,192,709

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN MEMBER RELATIONS COMMUNICATIONS FINANCE POLITICAL LEGAL/REDISTRICTING GOVERNOR'S ASSOCIATION NATIONAL POLICY FORUM PRIOR YEARS OBLIGATIONS INTER-COMMITTEE TRANSFERS LOAN

TOTAL

CASH - JULY 21, 1995

REDACTED



### REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO JULY 14, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR **MAJOR DONORS: CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM.

TOTAL

TRANSFER IN-CONGRESSIONAL COMM

CASH DISBURSEMENTS:

**GOVERNORS ASSOCIATION** 

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

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TOTAL

CASH - JULY 14, 1995

REDACTED

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# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO JULY 7, 1995

REDACTED

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

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TOTAL

CASH - JULY 7, 1995

REDACTED

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# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO JUNE 30, 1996

### REDACTED

WEEKLY

MONTH TO DATE YEAR TO DATE

Committee CASH JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR **MAJOR DONORS:** CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB **CHAIRMAN ADVISORY EAGLES TEAM 100 MAJORITY FUND** GALA

MAJORITY FUND
GALA
NATIONAL FINANCE COMM.
GOVERNORS ASSOCIATION
TRANSFER IN-CONGRESSIONAL COMM

TRANSFER IN-RNC

TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

**CASH - JUNE 30, 1995** 

REDACTED

RB 010156

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## REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO JUNE 16, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

**CASH RECEIPTS:** 

DIRECT MAIL
PROMOTIONAL
TELECOMMUNICATIONS
TELECOMMUNICATIONS-PR
MAJOR DONORS:
CAMPAIGN COUNCIL
PRESIDENT'S CLUB
CHAIRMAN ADVISORY
PROMOTIONAL: MAJOR DONOR
CAMPAIGN COUNCIL
PRESIDENT'S CLUB
CHAIRMAN ADVISORY
EAGLES
TEAM 100
MAJORITY FUND
GALA

GALA
NATIONAL FINANCE COMM.
GOVERNORS ASSOCIATION
TRANSFER IN-CONGRESSIONAL COMM
TRANSFER IN-RNC
TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

CASH - JUNE 16, 1996

REDACTEU

RB 010157

0



### REDACTED

#### RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO JUNE 9, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL** TELECOMMUNICATIONS TELECOMMUNICATIONS-PR **MAJOR DONORS:** CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN

MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

CASH - JUNE 9, 1995

REDACTED



Elections Committee

### REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO MAY 31, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC

TOTAL

CASH DISBURSEMENTS:

TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

CASH - MAY 31, 1995

REDACTED

**RB 010159** 

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#### Republican National State Elections Committee

### REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO MAY 26, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

**CASH RECEIPTS:** 

DIRECT MAIL **PROMOTIONAL** TELECOMMUNICATIONS **TELECOMMUNICATIONS-PR** MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

0

TOTAL

CASH - MAY 25, 1995

REDACTED



### REDACTED

RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO MAY 19, 1995

> WEEKLY TOTAL

MONTH TO DATE

YEAR TO DATE

CASH - JANUARY 1, 1995

\$2,192,709

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM

TOTAL

CASH DISBURSEMENTS:

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN MEMBER RELATIONS COMMUNICATIONS FINANCE **POLITICAL** LEGAL/REDISTRICTING **GOVERNOR'S ASSOCIATION NATIONAL POLICY FORUM** PRIOR YEARS OBLIGATIONS INTER-COMMITTEE TRANSFERS LOAN

0

TOTAL

CASH - MAY 19, 1995

REDACTED

010161 RS.



RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO MAY 12, 1995

REDACTED

Republican National State Elections Committee

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

**CASH RECEIPTS:** 

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM.

TOTAL

TRANSFER IN-CONGRESSIONAL COMM

CASH DISBURSEMENTS:

**GOVERNORS ASSOCIATION** 

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

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TOTAL

CASH - MAY 12, 1995

REDACTED



RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO MAY 5, 1996

REDACTED

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

**CASH RECEIPTS:** 

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

0

TOTAL

CASH - MAY 5, 1995

REDACTED



# REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO APRIL 28, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1996

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GGVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

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0

TOTAL

CASH - APRIL 28, 1995

REDACTED

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District Electronier Republican Carrer • 310 First Street Southeast • Washington, D.C. 20003



Elections Committee



# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO APRIL 21, 1996

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

**CASH RECEIPTS:** 

DIRECT MAIL PROMOTIONAL TELECOMMUNICATIONS TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

TOTAL

CASH - APRIL 21, 1995

REDACTED

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### Republican National State Elections

Committee

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RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO MARCH 31, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

**CASH RECEIPTS:** 

DIRECT MAIL PROMOTIONAL TELECOMMUNICATIONS TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

CASH - MARCH 31, 1995

REDACTED



# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO APRIL 7, 1995

REDACTED

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

0

TOTAL

CASH - APRIL 7, 1995

### REDACTED



### REDACTED

# RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO MARCH 24, 1996

WEEKLY

MONTH TO DATE YEAR TO DATE

Committee CASH JANUARY 1, 1995

#### CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR **MAJOR DONORS: CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC

#### TOTAL

#### CASH DISBURSEMENTS:

TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

CASH - MARCH 24, 1995

REDACTEC

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Committee

## REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO MARCH 17, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

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TOTAL

CASH - MARCH 17, 1995

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RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO MARCH 10, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC

TOTAL

CASH DISBURSEMENTS:

TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL/REDISTRICTING
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

0

0

0

TOTAL

CASH - MARCH 10, 1995

REDACTED

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## REPUBLICAN NATIONAL COMMITTEE CASH POSITION STATEMENT JANUARY 1, 1995 THROUGH MARCH 3, 1995

## REDACTED



WEEKLY TOTALS

MONTHLY TOTALS YEAR TO DATE

CASH - JANUARY 1, 1995

DIRECT MAIL: .

PROMOTIONAL:

TELECOMMUNICATIONS:

PROMOTIONAL- TELECOMMUNICATIONS:

PROMOTIONAL: MAJOR DONORS
REPUBLICAN CAMPAIGN COUNCIL
PRESIDENT'S CLUB
CHAIRMAN'S ADVISORY

MAJOR DONOR CLUBS:

REPUBLICAN CAMPAIGN COUNCIL

PRESIDENT'S CLUB

CHAIRMAN'S ADVISORY

**EAGLES:** 

**TEAM 100:** 

MAJORITY FUND (PAC)

RNFC

**CANDIDATE TRUST** 

**GALA '95** 

LOAN: SIGNET

TOTALS

APPLICATIONS OF CASH: EXPENDITURES LESS RNSEC TRANSFERS LESS MISC RECEIPTS

TOTALS

CASH MARCH 3, 1995

REDACTED



**Elections** 

Committee

## REDACTED

RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO FEBRUARY 28,1995

MEEKTA

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR **MAJOR DONORS: CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES **TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

TOTAL

CASH - FEBRUARY 28, 1995

REDACTED

RB 010172

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RNSEC - SYNOPSIS
CASH POSITION STATEMENT

JANUARY 1, 1995 TO FEBRUARY 24, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR **MAJOR DONORS: CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100 MAJORITY FUND** GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATE

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

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TOTAL

CASH - FEBRUARY 24, 1995

REDACTED

RB 010173

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Republican National State Elections Committee

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RHSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO JANUARY 13, 1995

WEEKLY

HONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL PROHOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR HAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRHAN ADVISORY **EAGLES** TEAM 100 HAJORITY FUND GALA NATIONAL FINANCE CONN. GOVERNORS ASSOCIATION TRANSFER IN-CONGRESSIONAL COMM TRANSPR IN-RNC TRAVEL REBATES

TOTAL

CASH DISBURSEMENTS:

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
FOLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
MATIONAL POLICY FORM
PRIOR YEARS OBLIGATIONS
LOTER—COMMUTTEE TRANSFERS
LOAN

TOTAL

CASH - JANUARY 13, 1995

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#### RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO FEBRUARY 17, 1995

WEEKLY

MONTH TO DATE YEAR TO DATE

Elections
Committee CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT MAIL **PROMOTIONAL TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DONORS: **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY PROMOTIONAL: MAJOR DONOR **CAMPAIGN COUNCIL** PRESIDENT'S CLUB CHAIRMAN ADVISORY **EAGLES TEAM 100** MAJORITY FUND GALA NATIONAL FINANCE COMM. **GOVERNORS ASSOCIATION** TRANSFER IN-CONGRESSIONAL COMM

TOTAL

CASH DISBURSEMENTS:

TRANSFER IN-RNC TRAVEL REBATE

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSFERS
LOAN

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CASH - FEBRUARY 17, 1995

TOTAL

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RNSEC - SYMOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1995 TO JANUARY 31,1995

Republican National State Elections Committee

WEEKLY TOTAL MONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1995

CASH RECEIPTS:

DIRECT HAIL PROMOTIONAL TELECOMMUNICATIONS TELECOMMUNICATIONS-PR HAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROHOTIONAL: HAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES TEAM 100 MAJORITY FUND GALA NATIONAL FINANCE COMM. GOVERNORS ASSOCIATION TRANSFER IN-CONGRESSIONAL COM TRANSFER IN-RIC TRAVEL REPATES

TOTAL

CASH DISBURSEMENTS

CHAIRMAN
MEMBER RELATIONS
COMMUNICATIONS
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
LOTER-COMMUTTEE TRANSFERS
LOAN

TOTAL

CASH - JANUARY 31, 1995

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#### RNSEC - SYNOPSIS CASH POSITION STATEMENT JANUARY 1, 1995 TO JANUARY 27, 1995

Republican **National** State

WEEKLY TOTAL

HONTH TO DATE

YEAR TO DATE

**Elections** 

CASH - JANUARY 1, 1995

\$2,192,709

Committee CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL **TELECOMMUNICATIONS** TELECOMMUNICATIONS-PR MAJOR DOMORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRHAN ADVISORY PROHOTIONAL: HAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY EAGLES TEAM 100 HAJORITY FUND GALA NATIONAL PINANCE COM. GOVERNORS ASSOCIATION TRANSFER IN-CONGRESSIONAL COMM TRANSFER IN-RNC TRAVEL REBATES

TOTAL

CASH DISBURSEMENTS:

CHAIRHAN MEMBER RELATIONS COMMUNICATIONS PINANCE POLITICAL LEGAL GOVERNOR'S ASSOCIATION NATIONAL POLICY FORUM PRIOR YEARS OBLIGATIONS INTER-COMMITTEE TRANSFERS LOAN

TOTAL

CASH - JANUARY 27, 1995

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#### RNSEC GENERAL LEOGER ACTIVITY JULY 30, 1993

PAGE 9

3/L NUMBER	DATE	DESCRIPTION		ENTRY	PER IOO	SOURCE	REFERENCE	POST	DEBIT	CREDIT
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.1 410		NATINAL POLICY FORUM								
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         Date of First Gift..
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BF Year To Date...
BF Cumulative....
RNSEC Year To Date.
RNSEC Cumulative...
PAC Year To Date...
PAC Cumulative...
YTD No. of Gifts...
Total No. of Gifts P Original Source.... MIS 0.00 High Prev Cont Date. 10/20/94
Highest Prev. Cont... 762500.00
High Prev Cont Sourc. NPF 0.00 0.00 1926979.09

Date of Last Gift... 12/05/95 0.00 Amount of Last Gift...
Joint Year To Date...
Joint Cumulative.... 68162.39 0.00 0 0.00 0.00

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Total No. of Gifts. Total Contributions 1926979.09

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0.00

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Page 1

< CONTRIBUTIONS >

CMDI #: 10846285 Name: National Policy Forum,

Batch Number	Batch Date	Trans Number	Amount	Source	Fund Code	Entry Date	Attrib	Туре
CC01	12/05/95	23132822	68162.39	COMM	S	12/05/95	C	
CC62	05/03/95	22498554	17003.00	COMM	S	05/03/95	C	
CC56	04/25/95	22363969	21826.70	COMM	Ŝ	04/25/95	С	
CC44	03/03/95	22214281	19987.00	COMM	s	03/03/95	C	A
GG04	10/20/94	21467986	75000.00	NPF.	s	10/20/94	c	mil
CC29	10/20/94	21467962	762500.00	'NPF ~	s	10/20/94	c l V	) lic
CC28	10/20/94	21467961	762500.00/	NPF ✓	s	10/20/94	C 4	•
CC14	12/17/93	20079256	50000.00	MIS	s	12/17/93	c ~	
CC04	10/18/93	20077760	150000.00	MIS	s	10/18/93	CV	
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### Republican National Committee

Michael A. Heas Chief Counsel

Thomas J. Josefiak Deputy Chief Counsel

April 26, 1994

MEMORANDUM TO CONTRACT FILE: Agreement between the Republican National Committee and National Policy Forum.

The attached document sets forth in detail the agreement between the parties involved.

This memorandum, when properly dated and initialed as indicated below, will constitute approval of the agreement and must be completed before signature by the Chairman. It will then become a permanent part of the file relating to the agreement between the RNC and the above party.

APPROVED	INITIALS	DATE		
Division Director				
Legal Division	MA	4/25/94		
Admin. Director	QB	4/26/99		
Executive Director	Six	5/16		

# ADDENDUM NO. 2 TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN THE NATIONAL POLICY FORUM AND THE REPUBLICAN NATIONAL COMMITTEE

1. Section 1.1 of the Loan Agreement entered into on May 1, 1993 by and between the National Policy Forum and the Republican National Committee is amended as follows:

Section 1.1 Loan Facility. The RNC agrees, on the terms and conditions set forth, to make advances of loan proceeds (collectively "Advances") to the Borrowers from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period") in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty demand promissory notes, in the form attached as Exhibits A through T hereto (the Note).

2. Section 1.4 of the Loan Agreement is amended as follows:

Change "the maturity date of the Note on April 30, 1994" in the first sentence to "the maturity of the Note on August 31, 1994."

Change "the maturity date of the Note or April 30, 1994" in the third sentence to "the maturity of the Note or August 31, 1994."

- 3. A new Section 1.6 is added as follows:
- 1.6 Extension of Due Date of Promissory Notes; No Additional Signatories Necessary. The due date for payment of all outstanding promissory notes executed pursuant to this agreement shall be extended to August 31, 1994 with no further amendment of such notes being necessary. The signatories below agree that they are authorized to make this agreement on behalf of their respective organizations, and that the signatures below constitute sufficient evidence of this agreement, with no additional signatories required, notwithstanding the existence of additional signatories on certain of the promissory notes executed pursuant tot this agreement.

For the National Policy Forum

For the Republican National Committee

April 30, 1994

# ADDENDUM NO. 2 TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN THE NATIONAL POLICY FORUM AND THE REPUBLICAN NATIONAL COMMITTEE

1. Section 1.1 of the Loan Agreement entered into on May 1, 1993 by and between the National Policy Forum and the Republican National Committee is amended as follows:

Section 1.1 Loan Facility. The RNC agrees, on the terms and conditions set forth, to make advances of loan proceeds (collectively "Advances") to the Borrowers from time to time during the period from May 1, 1993 to and including August 31, 1994 (the "Availability Period") in an aggregate amount outstanding at any time not to exceed \$2,000,000. All Advances under this agreement shall be evidenced by twenty demand promissory notes, in the form attached as Exhibits A through T hereto (the Note).

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Change "the maturity date of the Note on April 30, 1994" in the first sentence to "the maturity of the Note on August 31, 1994."

Change "the maturity date of the Note or April 30, 1994" in the third sentence to "the maturity of the Note or August 31, 1994."

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For the National Policy Forum

For the Republican National Committee

April 30, 1994

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6738

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

May 26,

93 68-408/560 1494

One Hundred Thousand and xx/100-

100,000.00

National PolictyForum 1156 Fifteenth St., NW Suite 550 Washington, DC 20005

NOT NEGOTIABLE

## LOAN AGREEMENT BETWEEN THE REPUBLICAN NATIONAL COMMITTEE AND THE NATIONAL POLICY FORUM

This Loan Agreement ("Agreement") is entered into as of this 11th day of May, 1993, by and between National Policy Forum, a District of Columbia not-for-profit corporation with its principal office and place of operations in the District of Columbia ("the Borrower"), the Republican National Committee, an unincorporated association with an office and principal place of business at 310 First Street, S.E., Washington, D.C. 20003 (the "RNC").

NOW THEREFORE, the RNC and the Borrower hereby agree as follows:

#### **ARTICLE I - GENERAL TERMS**

Section 1.1. Loan Facility. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 11, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$100,000. All Advances under this Agreement shall be evidenced by a single demand promissory note, in the principal amount of \$100,000, in the form attached as Exhibit A hereto (the "Note"). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Section 1.2. Making the Advances. Each Advance shall be made upon notice from the Borrower to the RNC, specifying the amount requested. The notice may be by telephone, but must be confirmed in writing within three business days of the date of the Advance.

Section 1.3. Use of Proceeds. All proceeds of Advances hereunder shall be used for the Borrower's operating expenses and working capital requirements relating to its nonprofit activities.

Section 1.4. Repayment and Interest. The Borrower shall repay to the RNC the Advances upon demand, or, if no demand previously has been made on the maturity of the Note on April 30, 1994. The Borrower may make prepayments under the Note at any time and, subject to the terms and conditions hereof, may reborrow during the Availability Period. The Borrower shall further pay to the RNC interest upon the aggregate unpaid principal amount under the Note, payable upon the maturity of the Note or April 30, 1994, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank/Virginia's (the "Bank") prime rate of interest in effect from time to time as publicly announced by the Bank as such prime rate ("the Prime Rate").

Section 1.5. Method of Payment. All payments and prepayments hereunder shall be made to the RNC at its address stated on the first page hereof, in such money of the United States money and in immediately available funds.

#### **ARTICLE II - CONDITIONS**

- Section 2.1. Conditions Precedent. The RNC's obligations under Section 1.1 hereof shall be subject to the fulfillment of all the following conditions precedent in manner and form satisfactory to the RNC and its Chief Counsel:
  - (a) The Borrower shall have delivered to the RNC:
- (i) a copy of the Borrower's certificate and articles of incorporation and by-laws, certified as to accuracy and completeness by Borrower's President and Secretary;
  - (ii) the Note, duly executed by the Borrower;
- (iii) a resolution of the Board of Directors of the Borrower authorizing the execution, delivery and performance of this Agreement and the Note:
- (iv) a certificate of incumbency and authenticity of signatures with respect to the officers of the Borrower executing this Agreement, the Note and any related documents.
- (b) Upon fulfillment of the above conditions the RNC shall execute and deliver this Agreement.

#### ARTICLE III - WARRANTIES AND REPRESENTATIONS

Section 3.1. Organization. The Borrower hereby warrants and represents that it is not-for-profit corporation validly organized and existing under the laws of, and with its financial and other records and its principal place of operations in, the District of Columbia, that it has power and authority, corporate and otherwise to own its operations, and that it has qualified with the Internal Revenue Service as a tax exempt organization pursuant to Section 501(c) (4) of the Internal Revenue Code.

Section 3.2. Authority; Approvals. The Borrower hereby warrants and represents that the persons executing this Agreement and the Note on behalf of the Borrower are duly authorized by the Borrower to enter into this Agreement, to issue the Note and to bind the Borrower to perform this Agreement and the Note in accordance with their respective terms; that the execution, delivery, and the performance of this Agreement and the Note are within the duly authorized powers of the Borrower, corporate and otherwise, and do not contravene any law, rule, or regulation applicable to the Borrower, the certificate or articles of incorporation of the Borrower, any by-law or rule governing the Borrower, or any contractual obligation binding upon the Borrower, that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to or approval by any governmental entity, and that this

Agreement is and, when issued, the Note shall be, valid, legal and binding obligations of the Borrower enforceable in accordance with their respective terms.

Section 3.3. Proceedings. There are no actions, investigations, or other proceedings before any court or governmental agency pending or threatened against Borrower or affecting its assets or operations which, if decided adversely would have a material adverse effect upon Borrower's financial condition or operations.

#### ARTICLE IV - COVENANTS

- Section 4.1. Protection of Rights. The Borrower agrees that, upon request by the RNC, it will execute and deliver any amendments, assignments, instruments and similar documents that may reasonably be deemed by the RNC to be necessary for the perfection or protection of the RNC's rights as a creditor under or arising out of this Agreement.
- Section 4.2. Good Standing; Maintenance of Office and Records. The Borrower agrees that, during the terms of this Agreement, it shall maintain its corporate existence and good standing in the District of Columbia and its tax-exempt status under Section 501(c)(4) and the Internal Revenue Code; that it shall not merge into or consolidate with any other person; and that it shall not remove its office or principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without the prior written consent of the RNC.
- Section 4.3. Legal Compliance. The Borrower shall comply with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or its offices or assets.

#### ARTICLE V - DEFAULT AND REMEDIES

- Section 5.1. Events of Default. The following shall constitute an Event of Default under this Agreement:
- (a) Failure by the Borrower to pay or cause to be paid when due under this Agreement or upon demand by the RNC, any amount required to be paid by the Borrower pursuant to this Agreement;
- (b) The Borrower shall generally not pay its debts as they become due or shall make any assignment for the benefit of creditors, seek or have sought against it an order for relief under the Federal Bankruptcy Code, or cause or suffer the appointment of a receiver or similar official for it or any substantial portion of its assets.
- Section 5.2. Exercise of Remedies. Any right, remedy or power of the RNC hereunder may be exercised from time to time and as often as may be deemed expedient by the RNC, and a waiver by the RNC on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the RNC to

exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice as may be herein expressly required.

#### ARTICLE VL MISCELLANEOUS

- Section 6.1. Choice of Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the District of Columbia.
- Section 6.2. Power of Attorney. The RNC is hereby irrevocably made, constituted and appointed by the Borrower as the true and lawful attorney for the Borrower with full power of substitution for the sole purpose of endorsing the name of the Borrower upon any and all checks, drafts, money orders and other instruments to be deposited to Borrower's deposit accounts.
- Section 6.3. Notices. All Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) on the day delivered by facsimile with confirmation or by hand delivery or (b) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the RNC or the Borrower as each is stated herein, whichever is appropriate. The RNC and the Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificate or other communications shall be sent.
- Section 6.4. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 6.5. Liability. The Republican National Committee (RNC) represents that it is an unincorporated association created by the Rules of the Republican Party adopted on August 17, 1992, by the Republican National Convention in Houston, Texas. The members, officers, employees and agents of the RNC, as well as the members of the Executive Committee of the RNC, shall not be personally liable for any debt, liability, or obligation of the RNC. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RNC, may look only to the funds and property of the RNC for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RNC.
- Section 6.6. Binding Effect; Modifications. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that the Borrower may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the RNC. This Agreement, together with the provisions of the Note, constitute the entire agreement between the parties hereto relating to the subject matter hereof, superseding all previous oral or written agreements relating to such subject matter, ad no amendment or waiver of any provision of this Agreement or the Note nor consent to any departure by the Borrower therefrom shall in any event be

effective unless the same shall be in writing and signed by the RNC and the Borrower, and the such waiver or consent shall be effective only in the specific instance and for the specific instance and for the specific purpose which given.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of this 11th day of May, 1993.

	NATIONAL POLICY FORUM  BY: Kenner J. Liel
Date:	
· .	REPUBLICAN NATIONAL COMMITTEE
	BY: Stylen
Date	

# DEMAND PROMISSORY NOTE IN CONNECTION WITH AGREEMENT BETWEEN THE REPUBLICAN NATIONAL COMMITTEE AND THE NATIONAL POLICY FORUM

\$100,000

Washington, D.C. May 11, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated thus date (the "Agreement"), whichever is less, together with the interest on any and all principal-amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, it no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"). Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This Note is issued pursuant to the Agreement, referred to above, and appended hereto, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Kenned 1.14

Attest:

#### **DEMAND PROMISSORY NOTE**

\$100,000

Washington, D.C. May 1, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated thus date (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, it no demand had been made, on April 30, 1994.

Lynn-Fik with \$100,000 checkthis 100,000 checky hereunder at a ed over a year of Prime Rate"), tive as of the Payment of Iote on April

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and all other

Attest:

Kennery Lies

Secretary

(Seal)

**EXHIBIT A** 

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## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

6751

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

7/13

93-408/560 1494

One hundred thousand dollars and no cents

****100,000.0** 

National Policy Forum

NOT NEGOTIABLE

#### **DEMAND PROMISSORY NOTE**

\$100,000

WASHINGTON, D.C. JULY 6, 1993

FOR VALUED RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated thus date (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the-Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest: Sull Classics
Secretary
(Seal)

EXHIBIT B

#### ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1. LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$200,000. All Advances under this Agreement shall be evidenced by two demand promissory notes in the principle amount of \$100,000 each, in the form attached as Exhibits A & B hereto (the "Note"). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Attest:	Sefiel G. Zam
Secretary	REPUBLICAN NATIONAL COMMITTEE
(Seal)	Sty (len)

NATIONAL POLICY FORUM

## GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION



THIS IS TO CERTIFY that the pages attached hereto constitute a . full, true and complete copy of:

Certificate and Articles of Incorporation of:

NATIONAL POLICY FORUM

as received and filed on May 24, 1993 .-

as the same appears of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of this office to be affixed, this the 24TH day of MAY, 1993.

Joan Parrott-Fonseca Director

Barry K. Campbell

Administrator

Business Regulation Administration

PATRICIA E. GRAYS

Superintendent of Corporations

Corporations Division

Government of the District of Columbia Sharon Pratt Kelly, Mayor

Assistant

## GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION



THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE Of INCORPORATION is hereby issued to NATIONAL POLICY FORUM

as of MAY 24TH , 1993 .

(ji

Joan Parrott-Fonseca Director

Barry K. Campbell

Administrator

Business Requiation Appr

the College

Assistant Superintendent of

Superintendent of Corporations

Corporations Division

Sharon Pratt Kelly Mayor

#### ARTICLES OF INCORPORATION

#### OF THE

#### NATIONAL POLICY FORUM

FILED — MAY 2 4 1993 RY: JEH

To: The Department of Consumer & Regulatory Affairs - Corporations Div. Washington, D.C.

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Incorporation:

FIRST:

The name of the Corporation is the National Policy Forum.

SECOND:

The period of duration of the Corporation is perpetual.

THIRD:

The purposes for which the Corporation is organized are as follows:

To encourage the involvement of citizens in free and open debate, the public exchange and development of ideas, discussions, dialogues, conferences, and discourses, to promote public forums, seminars and colloquia and information dissemination to the general populace, to develop a national Republican policy agenda and to serve as a clearinghouse for the collection and review of research and ideas on issues affecting foreign affairs, national security, economy, environment, energy, government lands, commerce, labor, federal budget, government restructuring and regulatory reform, fiscal and tax policy, international trade, education, states, cities, urban and suburban life, crimes, justice, judicial reform, human services, health care, agriculture, rural life, small business and entrepreneurial enhancement and other issues of concern to or affecting the citizens of the United States of America.

In addition, the corporation shall have all other powers now or hereafter granted to non-profit corporations pursuant to the District of Columbia Non-Profit Corporation Act to be used in furtherance of the above purposes. Notwithstanding the foregoing, however, the Corporation is organized to operate exclusively for social welfare purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as amended ("Code")(or corresponding provisions of any subsequent federal tax laws), and shall neither have nor exercise any power or authority, either expressly, by interpretation, or by

operation of law, nor directly, nor indirectly, engage in any activity that would prevent it from qualifying and continuing to qualify as an organization described in Section 501(c)(4).

FOURTH: The Corporation shall have no members.

SIXTH:

FIFTH: The manner in which directors shall be elected or appointed shall be provided in the Bylaws of the Corporation.

In all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of this Corporation, voluntary or involuntary or by the operation of law, or upon amendment of the Articles of the Corporation:

- (a) The Corporation shall not have or exercise any power or authority either expressly, by interpretation, or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent it from qualifying (and continuing to qualify) as a corporation described in Section 501(c)(4) of the Code (or corresponding provisions of any subsequent federal tax laws).
- (b) No part of the assets or net earnings of the Corporation shall inure to the benefit of or be distributable to its incorporators, directors, officers, or other private persons having a personal or private interest in the Corporation, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred in carrying out the purposes set forth in ARTICLE THIRD hereof.
- (c) Neither the whole, nor any part or portion of the assets or net earnings of the Corporation shall be used, nor shall the corporation ever be operated, for objects or purposes other than set forth in ARTICLE THIRD hereof.
- (d) Upon dissolution of the Corporation, all of its assets and property of every nature and description remaining after the payment of all liabilities and obligations of the Corporation (but not including assets held by the Corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution) shall be paid over and transferred to the federal government or to one or more organizations which engage in activities substantially similar to those of the Corporation and which are then qualified for exemption from

federal income taxes as organizations described in Section 501(c)(4) of the Code (or corresponding provisions of subsequent federal tax laws), or which constitutes a state or local government, or a subdivision or agency thereof.

SEVENTH: The address, including street and number of the Corporation's initial registered office is Suite 550, 1156 Fifteenth, St., N.W., Washington, D.C. 20005, and the name of its initial registered agent at such address is Scott Gunn.

EIGHTH:

The number of directors constituting the initial Board of Directors is three (3) and the names and addresses, including street and number, of the persons who are to serve as the initial directors until the first annual meeting or until their successors are elected and qualified are:

Haley R. Barbour 648 Dogwood Drive RS P.O. Box 960 Yazoo City, Mississippi 39194

Kenneth J. Hill 1604 Sherwood Hall Lane Alexandria, Virginia 22306

Donald Fierce 3414 Sleepy Hollow Road Falls Church VA 22044

NINTH:

The names and addresses of the incorporators are:

Michael A. Hess Quince Hill Farm P.O. Box 729 Kearneysville, West Virginia 25430

Linda Ann Long 7716 Asterella Court Springfield, Virginia 22152

Paula C. Saddler 3764 Sudley Ford Court Fairfax, Virginia 22033

DATED:				
,	 	 	 	_

My Commission expires:

Michael A. Hess
Linda And Long  Solvential Solven
Páula C. Saddler
District of Columbia ss:
The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 19, 1993, personally appeared before me Michael A. Hess, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.  My Commission expires:  Notary Public  Replace District of Columbia  My Commission Expires May 14, 1998
District of Columbia ss:
The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 17, 1993, personally appeared before me Linda Ann Long, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.  Notary Public  Notary Public  Notary Public
District of Columbia ss:
The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 17, 1993, personally appeared before me Paula C. Saddler, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.
My Commission expires:

# **BYLAWS**

# OF THE

# NATIONAL POLICY FORUM

# ARTICLE I. PURPOSE

Section 1. The purpose of the National Policy Forum is exclusively for social welfare purposes as set forth in the Articles of Incorporation. In pursuing such purpose, the National Policy Forum shall not act so as to impair its eligibility for exemption under Section 501(c)(4) of the Internal Revenue Service Code of 1986, as amended.

#### ARTICLE II. OFFICES

Section 1. The registered office of the National Policy Forum shall be at Suite 550, 1156 Fifteenth Street, N.W., Washington, D.C. 20005, or such other location in the District of Columbia as the Directors may from time to time determine.

Section 2. The National Policy Forum may also have offices at such other places as the Directors may select and the business of the National Policy Forum shall require.

#### ARTICLE III. MEMBERS

- Section 1. The National Policy Forum shall have no members.
- Section 2. The Directors may create such classes of "membership," such as

contributing members or honorary members, as the Directors see fit, but such persons shall not have the right of members under the District of Columbia NonProfit Corporation Act of 1962, as amended.

# ARTICLE IV. DIRECTORS

Section 1. <u>Powers.</u> The Directors shall have all powers and duties for the conduct of the activities of the National Policy Forum except as otherwise required by these Bylaws or a resolution duly adopted by the Board.

Section 2. <u>Number, Election, Term.</u> The Board of Directors shall consist of not less than three (3), nor more than twenty (20) persons. Directors shall be chosen annually by the Board of Directors at the annual meeting and shall serve for terms of 3 years until their successors are elected and qualified. As nearly as possible, an equal number of terms shall expire each year.

Section 3. Removal. Any Director may be removed from office, without the assignment of any cause by a vote of a majority of the Directors in office at any duly convened meeting of the Board, provided that written notice of the intention to consider removal of such Director has been included in the notice of the meeting.

Section 4. <u>Vacancies</u>. Vacancies among the Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and each Director so chosen shall hold office until the end of the term of the Director

replaced and shall hold office until the next successor is elected and qualifies, or until the Director's earlier resignation or removal. If there are no Directors in office, then an election of Directors may be held in a manner provided by statute. When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Section 5. Quorum. A majority of the Directors shall constitute a quorum of the Board for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board(except that an affirmative vote of two-thirds (2/3) of the entire Board shall be required with respect to any amendment to these Bylaws or the Certificate of Incorporation.)

Section 6. <u>Vote</u>. Each Director shall be entitled to one vote. No proxy votes shall be permitted.

Section 7. Waivers of Notice of Board Meetings, Adjournments. Notice of a meeting need not be given to any Director who signs a waiver of notice whether before or after the meetings, or who attends the meeting without protesting, prior to the conclusion of the meeting, the lack of notice to such Director of such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice

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# BYLAWS OF THE NPF Page 4

or waiver of notice of such meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed twenty days in any one adjournment.

Section 8. Regular Meetings. A regular annual meeting of the Board for the election of Directors and officers and such other business as may come before the meeting shall be held in June of each year upon not less than ten nor more than sixty days written notice of the time, place and purposes of the meeting. The Board must provide for at least one additional regular meeting which may be held in accordance with the resolutions adopted at any meeting of the Board. In the absence of such a resolution the Board will meet at the call of the Chairman.

Section 9. Special Meetings of the Board. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman or any two of the Directors. Such meetings shall be held upon not less than two days notice given personally by telephone or facsimile, or upon not less than four days notice given by depositing notice in the United States mails, postage paid. Such notice shall specify the time and place of the meeting.

Section 10. Action Without Meeting: The Board or any committee of the Board may act without a meeting if, prior or subsequent to such action, each director or committee member shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the meeting.

Section 11. Nominating Committee: The Chairman shall appoint a nominating committee of three individuals (which may include persons who are not Directors provided that a majority of the members of the committee be Directors) which shall recommend to the Board the names of the persons to be submitted for election as Directors. The Directors shall thereafter be elected by the Board.

Section 12. <u>Meeting by Telephone</u>: The Board or a committee of the Board may participate in a meeting of the Board or such committee, by means of a telephone conference or any other means of communication by which all persons participating in the meeting are able to hear each other.

Section 13. Committees of the Board: The Board, by resolution approved by a majority of the entire Board, may appoint (from among the Directors) one or more committees, (other than the nominating committee provided for in section 2) of one or more members (which may include persons who are not Directors, provided that at least one member of each committee shall be a director and that any act of any committee which has members which are not Directors shall be advisory, shall not bind the Board or the Corporation and shall be subject to Board approval) each of which, to the extent provided in the resolution, shall have and may exercise the authority of the Board, except that no such committee shall:

- (a) make, alter or repeal any By-Law of the corporation;
- (b) elect or appoint any officer or director, or remove any officer or director;

- (c) make any grants or distribution of funds; or
- (d) amend or repeal any resolution previously adopted by the Board.

The Board, by resolution adopted by a majority of the entire Board, may:

- (a) fill any vacancy in such committee;
- (b) appoint one or more persons to serve as alternate members of any such committee to act in the absence or disability of members of any such committee with all the powers of such absent or disabled members of a committee;
  - (c) abolish any such committee at its pleasure; or
  - (d) remove any members of such committee at any time, with or without cause.

A majority of each committee shall constitute a quorum for the transaction of business and the act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of such committee.

Each committee shall appoint from among its members a chairman unless the resolution of the Board establishing such committee designates the chairman, in which case, in the event of a vacancy in the chairmanship, the Board shall fill the vacancy.

Actions taken at a meeting of any such committee shall be kept in a record of its proceedings which shall be reported to the Board at its next meeting following such committee meeting, except that, when the meeting of the Board is held within two days after the committee meeting, such report shall, if not made at the first meeting, be made to the Board at its second meeting following such committee meeting.

Section 14. <u>Compensation</u>: Neither Directors nor officers of the Board shall receive any fee, salary or remuneration of any kind for their services as Directors or officers, provided, however, that Directors and officers may be reimbursed for reasonable expenses incurred with approval of the Board upon presentation of vouchers.

Section 15. Officers: At its annual meeting, the Board shall elect from its members a Chairman, Vice Chairman, Secretary-Treasurer, and such other officers as it shall deem necessary, each of whom shall serve for a term of two years and may succeed themselves. The Board shall select an Executive Director who need not be a Director, and who shall serve at the pleasure of the Board. The Board, by resolution adopted by a 2/3 vote of the entire Board, may remove any officer, with or without cause. The duties and authority of the officers shall be determined from time to time by the Board. Subject to any such determination, the officers shall have the following duties and authority:

- (a) The Chairman of the Board shall preside at all meetings of the Board of Directors, and shall have such other duties and such other powers as may be vested in that office by the Board of Directors.
- (b) The Vice Chairman (if elected), shall have such duties and possess such authority

  as may be delegated to the Vice Chairman by the Chairman.
- (c) The Secretary-Treasurer shall have custody of the funds and securities of the corporation and shall keep or cause to be kept regular books of account for the corporation and shall cause notices of all meetings to be served as prescribed in these Bylaws and shall

keep or cause to be kept the minutes of all meetings of the Board. The Secretary-Treasurer shall have charge of the seal of the corporation and shall perform such other duties and possess such powers as are incident to the office or shall be assigned from time to time by the Chairman or the Board.

- (d) The Executive Director shall be the Chief Executive Officer of the Corporation and have the duties and responsibilities of conducting the affairs of the National Policy Forum and carry out the duties of the office in accordance with the directions and policies of the Board, subject to the right of the Board to delegate any specific powers as allowed by law; and shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, and when authorized by the Board, affix the seal to any instrument requiring the same.
- (e) Assistant Treasurers, if elected, shall have such duties and possess such authority as may be delegated to them by the Treasurer.
- (f) Assistant Secretaries, if elected, shall have such duties and possess such authority as may be delegated to them by the Secretary.

# ARTICLE V. BYLAWS

Section 1. <u>Force and Effect of Bylaws</u>. These Bylaws are subject to the provisions of the District of Columbia NonProfit Corporation Act (the Act) and the Certificate of Incorporation as they may be amended from time to time. If any provision in these Bylaws

is inconsistent with a provision in the Act or the Certificate of Incorporation, the provision of the Act or the Certificate of Incorporation shall govern to the extent of such inconsistency.

Section 2. Amendment to Bylaws. These Bylaws may be altered, amended or repealed by a vote of 2/3 of the Board. Written notice of any such By-Law change to be voted upon by the Board shall be given not less than 10 days prior to the meeting at which such change shall be proposed.

# ARTICLE VI. INDEMNIFICATION

Section 1. <u>Indemnification</u>. The National Policy Forum shall indemnify to the full extent permitted by law any person made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that the person, or the person's testator or intestate, is or was a director or officer of the National Policy Forum, provided however, that no persons shall be entitled to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to be wilful misconduct or recklessness.

#### LOAN AGREEMENT

This Loan Agreement ("Agreement") is entered into as of this 1st day of May, 1993, by and between National Policy Forum, a District of Columbia not-for-profit corporation with its principal office and place of operations in the District of Columbia ("the Borrower"), the Republican National Committee, an unincorporated association with an office and principal place of business at 310 First Street, S.E., Washington, D.C. 20003 (the "RNC").

NOW THEREFORE, the RNC and the Borrower hereby agree as follows:

#### ARTICLE 1

Section I.I. Loan Facility. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$100,000. All Advances under this Agreement shall be evidenced by a single demand promissory note, in the principal amount of \$100,000, in the form attached as Exhibit A hereto (the "Note"). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Section 1.2. Making the Advances. Each Advance shall be made upon notice from the Borrower to the RNC, specifying the amount requested. The notice may be by telephone, but must be confirmed in writing within three business days of the date of the Advance.

Section 1.3. Use of Proceeds. All proceeds of Advances hereunder shall be used for the Borrower's operating expenses and working capital requirements relating to its nonprofit activities.

Section 1.4. Repayment and Interest. The Borrower shall repay to the RNC the Advances upon demand, or, if no demand previously has been made on the maturity of the Note on April 30, 1994. The Borrower may make prepayments under the Note at any time and, subject to the terms and conditions hereof, may reborrow during the Availability Period. The Borrower shall further pay to the RNC interest upon the aggregate unpaid principal amount under the Note, payable upon the maturity of the Note or April 30, 1994, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank/Virginia's (the "Bank") prime rate of interest in effect from time to time as publicly announced by the Bank as such prime rate ("the Prime Rate"), plus 1.5 points.

Section 1.5. Method of Payment. All payments and prepayments hereunder shall be made to the RNC at its address stated on the first page hereof, in such money of the United States money and in immediately available funds.

### ARTICLE II

- Section 2.1. Conditions Precedent. The RNC's obligations under Section 1.1 hereof shall be subject to the fulfillment of all the following conditions precedent in manner and form satisfactory to the RNC and its Chief Counsel:
  - (a) The Borrower shall have delivered to the RNC:
- (i) a copy of the Borrower's certificate and articles of incorporation and by-laws, certified as to accuracy and completeness by Borrower's President and Secretary:
  - (ii) the Note, duly executed by the Borrower.
- (iii) a resolution of the Board of Directors of the Borrower authorizing the execution, delivery and performance of this Agreement and the Note:

  (iv) a certificate of incumbency and authenticity of signatures with
- (iv) a certificate of incumbency and authenticity of signatures with respect to the officers of the Borrower executing this Agreement, the Note and any related documents.
- (b) Upon fulfillment of the above conditions the RNC shall execute and deliver this Agreement.

#### ARTICLE III WARRANTIES AND REPRESENTATIONS

- Section 3.1. Organization. The Borrower hereby warrants and represents that it is not-for-profit corporation validly organized and existing under the laws of, and with its financial and other records and its principal place of operations in, the District of Columbia, that it has power and authority, corporate and otherwise to own its operations, and that it has qualified with the Internal Revenue Service as a tax exempt organization pursuant to Section 501(c) (4) of the Internal Revenue Code.
- Section 3.2. Authority; Approvals. The Borrower hereby warrants and represents that the persons executing this Agreement and the Note on behalf of the Borrower are duly authorized by the Borrower to enter into this Agreement, to issue the Note and to bind the Borrower to perform this Agreement and the Note in accordance with their respective terms; that the execution, delivery, and the performance of this Agreement and the Note are within the duly authorized powers of the Borrower, corporate and otherwise, and do not contravene any law, rule, or regulation applicable to the Borrower, the certificate or articles of incorporation of the Borrower, any by-law or rule governing the Borrower, or any contractual obligation binding upon the Borrower; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to or approval by any governmental entity, and that this

Agreement is and, when issued, the Note shall be, valid, legal and binding obligations of the Borrower enforceable in accordance with their respective terms.

Section 3.3. Proceedings. There are no actions, investigations, or other proceedings before any court or governmental agency pending or threatened against Borrower or affecting its assets or operations which, if decided adversely would have a material adverse effect upon Borrower's financial condition or operations.

#### ARTICLE IV COVENANTS

- Section 4.1. Protection of Rights. The Borrower agrees that, upon request by the RNC, it will execute and deliver any amendments, assignments, instruments and similar documents that may reasonably be deemed by the RNC to be necessary for the perfection or protection of the RNC's rights as a creditor under or arising out of this Agreement.
- Section 4.2. Good Standing; Maintenance of Office and Records. The Borrower agrees that, during the terms of this Agreement, it shall maintain its corporate existence and good standing in the District of Columbia and its tax-exempt status under Section 501(c)(4) and the Internal Revenue Code; that it shall not merge into or consolidate with any other person; and that it shall not remove its office or principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without the prior written consent of the RNC.
- Section 4.3. Legal Compliance. The Borrower shall comply with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or its offices or assets.

#### Article V

- Section 5.1. Events of Default. The following shall constitute an Event of Default under this Agreement:
- (a) Failure by the Borrower to pay or cause to be paid when due under this Agreement or upon demand by the RNC, any amount required to be paid by the Borrower pursuant to this Agreement;
- (b) The Borrower shall generally not pay its debts as they become due or shall make any assignment for the benefit of creditors, seek or have sought against it an order for relief under the Federal Bankruptcy Code, or cause or suffer the appointment of a receiver or similar official for it or any substantial portion of its assets.
- Section 5.2. Exercise of Remedies. Any right, remedy or power of the RNC hereunder may be exercised from time to time and as often as may be deemed expedient by the RNC, and a waiver by the RNC on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the RNC to

exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice as may be herein expressly required.

# ARTICLE VI. MISCELLANEOUS

- Section 6.1. Choice of Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the District of Columbia.
- Section 6.2. Power of Attorney. The RNC is hereby irrevocably made, constituted and appointed by the Borrower as the true and lawful attorney for the Borrower with full power of substitution for the sole purpose of endorsing the name of the Borrower upon any and all checks, drafts, money orders and other instruments to be deposited to Borrower's deposit accounts.
- Section 6.3. Notices. All Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) on the day delivered by facsimile with confirmation or by hand delivery or (b) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the RNC or the Borrower as each is stated herein, whichever is appropriate. The RNC and the Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificate or other communications shall be sent.
- Section 6.4. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 6.5. Liability. The Republican National Committee (RNC) represents that it is an unincorporated association created by the Rules of the Republican Party adopted on August 17, 1992, by the Republican National Convention in Houston, Texas. The members, officers, employees and agents of the RNC, as well as the members of the Executive Committee of the RNC, shall not be personally liable for any debt, liability, or obligation of the RNC. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RNC, may look only to the funds and property of the RNC for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RNC.
- Section 6.6. Binding Effect; Modifications. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that the Borrower may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the RNC. This Agreement, together with the provisions of the Note, constitute the entire agreement between the parties hereto relating to the subject matter hereof, superseding all previous oral or written agreements relating to such subject matter, ad no amendment or waiver of any provision of this Agreement or the Note nor consent to any departure by the Borrower therefrom shall in any event be

effective unless the same shall be in writing and signed by the RNC and the Borrower, and the such waiver or consent shall be effective only in the specific instance and for the specific instance and for the specific purpose which given.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of this 1st day of May, 1993.

Attest		NATIONAL POLICY FORUM
	· ·	BY: Konnery Hill
Secretary		
		REPUBLICAN NATIONAL COMMITTEE
		BY: // With

#### RESOLUTION OF THE BOARD OF DIRECTORS

#### OF THE

# **NATIONAL POLICY FORUM**

Whereas, the Board of Directors of the National Policy Forum has determined that funds are necessary for the corporation's start-up costs; and

Whereas, the Board of Directors of the National Policy Forum has been offered a loan of up to \$100,000 from the Republican National Committee to be repaid in installments with an interest figured at the prime rate.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors approves and authorizes appropriate officers to execute all necessary documents to effectuate the same.

Adopted this 24 day of May, 1993.

Secretary

#### RESOLUTION OF THE BOARD OF DIRECTORS

# OF THE

# NATIONAL POLICY FORUM

WHEREAS, the National Policy Forum was incorporated as a nonprofit corporation in the District of Columbia on May 24, 1993; and

WHEREAS, in order to carry out its purpose and conduct business, it is necessary for the corporation to establish checking and other financial accounts.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the National Policy Forum hereby authorize Kenneth J. Hill of 1604 Sherwood Hall Lane, Alexandria, Virginia 22306, to open a checking and other financial accounts as necessary to conduct the affairs of the National Policy Foundation.

Adopted this 24 day of May, 1993.

Haley Barbonr, Director

Donald Fierce, Director

Kenneth J. Hill, Director

Sbi

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RB 010793

# GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION



THIS IS TO CERTIFY that the pages attached hereto constitute a full, true and complete copy of:

Certificate and Articles of Incorporation of:

NATIONAL POLICY FORUM

as received and filed on May 24, 1993.-

as the same appears of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of this office to be affixed, this the 24TH day of MAY, 1993.

Joan Parrott-Fonseca Director

Barry K. Campbell

Administrator

Business Regulation Administration

PATRICIA E. GRAYS

Assistant Superintendent of Corporations

Corporations Division

Government of the District of Columbia Sharon Pratt Kelly, Mayor

# GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION



THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE Of INCORPORATION is hereby issued to NATIONAL POLICY FORUM

as of MAY 24TH , 1993 .

Joan Parrott-Fonseca Director

Barry K. Campbell

Administrator

Business Requestion Appri

Patricia E. Grays

Assistant

Superintendent of Corporations

Corporations Division

Sharon Pratt Kelly Mayor

# ARTICLES OF INCORPORATION

### OF THE

# NATIONAL POLICY FORUM

FILED — MAY 2 4 1993 RY: JEHL

To: The Department of Consumer & Regulatory Affairs - Corporations Div. Washington, D.C.

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Incorporation:

FIRST:

The name of the Corporation is the National Policy Forum.

SECOND:

The period of duration of the Corporation is perpetual.

THIRD:

The purposes for which the Corporation is organized are as follows:

To encourage the involvement of citizens in free and open debate, the public exchange and development of ideas. discussions, dialogues, conferences, and discourses, to promote public forums, seminars and colloquia and information dissemination to the general populace, to develop a national Republican policy agenda and to serve as a clearinghouse for the collection and review of research and ideas on issues affecting foreign affairs. national security. environment, energy, government lands, commerce, labor, federal budget, government restructuring and regulatory reform, fiscal and tax policy, international trade, education, states, cities, urban and suburban life, crimes, justice, judicial reform, human services, health care, agriculture, rural life, small business and entrepreneurial enhancement and other issues of concern to or affecting the citizens of the United States of America.

In addition, the corporation shall have all other powers now or hereafter granted to non-profit corporations pursuant to the District of Columbia Non-Profit Corporation Act to be used in furtherance of the above purposes. Notwithstanding the foregoing, however, the Corporation is organized to operate exclusively for social welfare purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as amended ("Code")(or corresponding provisions of any subsequent federal tax laws), and shall neither have nor exercise any power or authority, either expressly, by interpretation, or by

operation of law, nor directly, nor indirectly, engage in any activity that would prevent it from qualifying and continuing to qualify as an organization described in Section 501(c)(4).

FOURTH: The Corporation shall have no members.

SIXTH:

FIFTH: The manner in which directors shall be elected or appointed

shall be provided in the Bylaws of the Corporation.

In all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of this Corporation, voluntary or involuntary or by the operation of law, or upon amendment of the Articles of the Corporation:

- (a) The Corporation shall not have or exercise any power or authority either expressly, by interpretation, or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent it from qualifying (and continuing to qualify) as a corporation described in Section 501(c)(4) of the Code (or corresponding provisions of any subsequent federal tax laws).
- (b) No part of the assets or net earnings of the Corporation shall inure to the benefit of or be distributable to its incorporators, directors, officers, or other private persons having a personal or private interest in the Corporation, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred in carrying out the purposes set forth in ARTICLE THIRD hereof.
- (c) Neither the whole, nor any part or portion of the assets or net earnings of the Corporation shall be used, nor shall the corporation ever be operated, for objects or purposes other than set forth in ARTICLE THIRD hereof.
- (d) Upon dissolution of the Corporation, all of its assets and property of every nature and description remaining after the payment of all liabilities and obligations of the Corporation (but not including assets held by the Corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution) shall be paid over and transferred to the federal government or to one or more organizations which engage in activities substantially similar to those of the Corporation and which are then qualified for exemption from

federal income taxes as organizations described in Section 501(c)(4) of the Code (or corresponding provisions of subsequent federal tax laws), or which constitutes a state or local government, or a subdivision or agency thereof.

SEVENTH: The address, including street and number of the Corporation's initial registered office is Suite 550, 1156 Fifteenth, St., N.W., Washington, D.C. 20005, and the name of its initial registered agent at such address is Scott Gunn.

EIGHTH:

The number of directors constituting the initial Board of Directors is three (3) and the names and addresses, including street and number, of the persons who are to serve as the initial directors until the first annual meeting or until their successors are elected and qualified are:

Haley R. Barbour 648 Dogwood Drive RS P.O. Box 960 Yazoo City, Mississippi 39194

Kenneth J. Hill 1604 Sherwood Hall Lane Alexandria, Virginia 22306

Donald Fierce 3414 Sleepy Hollow Road Falls Church VA 22044

NINTH:

The names and addresses of the incorporators are:

Michael A. Hess Quince Hill Farm P.O. Box 729 Kearneysville, West Virginia 25430

Linda Ann Long 7716 Asterella Court Springfield, Virginia 22152

Paula C. Saddler 3764 Sudley Ford Court Fairfax, Virginia 22033

DATED:		

My Commission expires:

11:00001
Michael A. Hess
Linda Ang Long
Tecson
Paula C. Saddler
District of Columbia ss:
The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 19, 1993, personally appeared before me Michael A. Hess, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.  Notary Public  Notary Public  Notary Public  Occumbia
E.J. 1998
District of Columbia ss:
The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 17, 1993, personally appeared before me Linda Ann Long, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.
My Commission expires:
District of Columbia ss:
The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 17, 1993, personally appeared before me Paula C. Saddler, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.

#### **BYLAWS**

### OF THE

# **NATIONAL POLICY FORUM**

# ARTICLE I. PURPOSE

Section 1. The purpose of the National Policy Forum is exclusively for social welfare purposes as set forth in the Articles of Incorporation. In pursuing such purpose, the National Policy Forum shall not act so as to impair its eligibility for exemption under Section 501(c)(4) of the Internal Revenue Service Code of 1986, as amended.

# ARTICLE II. OFFICES

Section 1. The registered office of the National Policy Forum shall be at Suite 550, 1156 Fifteenth Street, N.W., Washington, D.C. 20005, or such other location in the District of Columbia as the Directors may from time to time determine.

Section 2. The National Policy Forum may also have offices at such other places as the Directors may select and the business of the National Policy Forum shall require.

### ARTICLE III. MEMBERS

Section 1. The National Policy Forum shall have no members.

Section 2. The Directors may create such classes of "membership," such as

contributing members or honorary members, as the Directors see fit, but such persons shall not have the right of members under the District of Columbia NonProfit Corporation Act of 1962, as amended.

### ARTICLE IV. DIRECTORS

Section 1. <u>Powers.</u> The Directors shall have all powers and duties for the conduct of the activities of the National Policy Forum except as otherwise required by these Bylaws or a resolution duly adopted by the Board.

Section 2. <u>Number, Election, Term.</u> The Board of Directors shall consist of not less than three (3), nor more than twenty (20) persons. Directors shall be chosen annually by the Board of Directors at the annual meeting and shall serve for terms of 3 years until their successors are elected and qualified. As nearly as possible, an equal number of terms shall expire each year.

Section 3. <u>Removal.</u> Any Director may be removed from office, without the assignment of any cause by a vote of a majority of the Directors in office at any duly convened meeting of the Board, provided that written notice of the intention to consider removal of such Director has been included in the notice of the meeting.

Section 4. <u>Vacancies</u>. Vacancies among the Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and each Director so chosen shall hold office until the end of the term of the Director

replaced and shall hold office until the next successor is elected and qualifies, or until the Director's earlier resignation or removal. If there are no Directors in office, then an election of Directors may be held in a manner provided by statute. When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Section 5. <u>Ouorum.</u> A majority of the Directors shall constitute a quorum of the Board for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board(except that an affirmative vote of two-thirds (2/3) of the entire Board shall be required with respect to any amendment to these Bylaws or the Certificate of Incorporation.)

Section 6. <u>Vote.</u> Each Director shall be entitled to one vote. No proxy votes shall be permitted.

Section 7. Waivers of Notice of Board Meetings, Adjournments. Notice of a meeting need not be given to any Director who signs a waiver of notice whether before or after the meetings, or who attends the meeting without protesting, prior to the conclusion of the meeting, the lack of notice to such Director of such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice

or waiver of notice of such meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed twenty days in any one adjournment.

Section 8. Regular Meetings. A regular annual meeting of the Board for the election of Directors and officers and such other business as may come before the meeting shall be held in June of each year upon not less than ten nor more than sixty days written notice of the time, place and purposes of the meeting. The Board must provide for at least one additional regular meeting which may be held in accordance with the resolutions adopted at any meeting of the Board. In the absence of such a resolution the Board will meet at the call of the Chairman.

Section 9. Special Meetings of the Board. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman or any two of the Directors. Such meetings shall be held upon not less than two days notice given personally by telephone or facsimile, or upon not less than four days notice given by depositing notice in the United States mails, postage paid. Such notice shall specify the time and place of the meeting.

Section 10. Action Without Meeting: The Board or any committee of the Board may act without a meeting if, prior or subsequent to such action, each director or committee member shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the meeting.

Section 11. <u>Nominating Committee</u>: The Chairman shall appoint a nominating committee of three individuals (which may include persons who are not Directors provided that a majority of the members of the committee be Directors) which shall recommend to the Board the names of the persons to be submitted for election as Directors. The Directors shall thereafter be elected by the Board.

Section 12. <u>Meeting by Telephone</u>: The Board or a committee of the Board may participate in a meeting of the Board or such committee, by means of a telephone conference or any other means of communication by which all persons participating in the meeting are able to hear each other.

Section 13. Committees of the Board: The Board, by resolution approved by a majority of the entire Board, may appoint (from among the Directors) one or more committees, (other than the nominating committee provided for in section 2) of one or more members (which may include persons who are not Directors, provided that at least one member of each committee shall be a director and that any act of any committee which has members which are not Directors shall be advisory, shall not bind the Board or the Corporation and shall be subject to Board approval) each of which, to the extent provided in the resolution, shall have and may exercise the authority of the Board, except that no such committee shall:

- (a) make, alter or repeal any By-Law of the corporation;
- (b) elect or appoint any officer or director, or remove any officer or director;

- (c) make any grants or distribution of funds; or
- (d) amend or repeal any resolution previously adopted by the Board.

The Board, by resolution adopted by a majority of the entire Board, may:

- (a) fill any vacancy in such committee;
- (b) appoint one or more persons to serve as alternate members of any such committee to act in the absence or disability of members of any such committee with all the powers of such absent or disabled members of a committee;
  - (c) abolish any such committee at its pleasure; or
  - (d) remove any members of such committee at any time, with or without cause.

A majority of each committee shall constitute a quorum for the transaction of business and the act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of such committee.

Each committee shall appoint from among its members a chairman unless the resolution of the Board establishing such committee designates the chairman, in which case, in the event of a vacancy in the chairmanship, the Board shall fill the vacancy.

Actions taken at a meeting of any such committee shall be kept in a record of its proceedings which shall be reported to the Board at its next meeting following such committee meeting, except that, when the meeting of the Board is held within two days after the committee meeting, such report shall, if not made at the first meeting, be made to the Board at its second meeting following such committee meeting.

Section 14. <u>Compensation</u>: Neither Directors nor officers of the Board shall receive any fee, salary or remuneration of any kind for their services as Directors or officers, provided, however, that Directors and officers may be reimbursed for reasonable expenses incurred with approval of the Board upon presentation of vouchers.

Section 15. Officers: At its annual meeting, the Board shall elect from its members a Chairman, Vice Chairman, Secretary-Treasurer, and such other officers as it shall deem necessary, each of whom shall serve for a term of two years and may succeed themselves. The Board shall select an Executive Director who need not be a Director, and who shall serve at the pleasure of the Board. The Board, by resolution adopted by a 2/3 vote of the entire Board, may remove any officer, with or without cause. The duties and authority of the officers shall be determined from time to time by the Board. Subject to any such determination, the officers shall have the following duties and authority:

- (a) The Chairman of the Board shall preside at all meetings of the Board of Directors, and shall have such other duties and such other powers as may be vested in that office by the Board of Directors.
- (b) The Vice Chairman (if elected), shall have such duties and possess such authority as may be delegated to the Vice Chairman by the Chairman.
- (c) The Secretary-Treasurer shall have custody of the funds and securities of the corporation and shall keep or cause to be kept regular books of account for the corporation and shall cause notices of all meetings to be served as prescribed in these Bylaws and shall

keep or cause to be kept the minutes of all meetings of the Board. The Secretary-Treasurer shall have charge of the seal of the corporation and shall perform such other duties and possess such powers as are incident to the office or shall be assigned from time to time by the Chairman or the Board.

- (d) The Executive Director shall be the Chief Executive Officer of the Corporation and have the duties and responsibilities of conducting the affairs of the National Policy Forum and carry out the duties of the office in accordance with the directions and policies of the Board, subject to the right of the Board to delegate any specific powers as allowed by law; and shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, and when authorized by the Board, affix the seal to any instrument requiring the same.
- (e) Assistant Treasurers, if elected, shall have such duties and possess such authority as may be delegated to them by the Treasurer.
- (f) Assistant Secretaries, if elected, shall have such duties and possess such authority as may be delegated to them by the Secretary.

#### ARTICLE V. BYLAWS

Section 1. <u>Force and Effect of Bylaws</u>. These Bylaws are subject to the provisions of the District of Columbia NonProfit Corporation Act (the Act) and the Certificate of Incorporation as they may be amended from time to time. If any provision in these Bylaws

is inconsistent with a provision in the Act or the Certificate of Incorporation, the provision of the Act or the Certificate of Incorporation shall govern to the extent of such inconsistency.

Section 2. Amendment to Bylaws. These Bylaws may be altered, amended or repealed by a vote of 2/3 of the Board. Written notice of any such By-Law change to be voted upon by the Board shall be given not less than 10 days prior to the meeting at which such change shall be proposed.

### ARTICLE VI. INDEMNIFICATION

Section 1. <u>Indemnification</u>. The National Policy Forum shall indemnify to the full extent permitted by law any person made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that the person, or the person's testator or intestate, is or was a director or officer of the National Policy Forum, provided however, that no persons shall be entitled to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to be wilful misconduct or recklessness.

#### LOAN AGREEMENT

This Loan Agreement ("Agreement") is entered into as of this 1st day of May, 1993, by and between National Policy Forum, a District of Columbia not-for-profit corporation with its principal office and place of operations in the District of Columbia ("the Borrower"), the Republican National Committee, an unincorporated association with an office and principal place of business at 310 First Street, S.E., Washington, D.C. 20003 (the "RNC").

NOW THEREFORE, the RNC and the Borrower hereby agree as follows:

# **ARTICLE 1**

Section 1.1. Loan Facility. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$100,000. All Advances under this Agreement shall be evidenced by a single demand promissory note, in the principal amount of \$100,000, in the form attached as Exhibit A hereto (the "Note"). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Section 1.2. Making the Advances. Each Advance shall be made upon notice from the Borrower to the RNC, specifying the amount requested. The notice may be by telephone, but must be confirmed in writing within three business days of the date of the Advance.

Section 1.3. Use of Proceeds. All proceeds of Advances hereunder shall be used for the Borrower's operating expenses and working capital requirements relating to its nonprofit activities.

Section 1.4. Repayment and Interest. The Borrower shall repay to the RNC the Advances upon demand, or, if no demand previously has been made on the maturity of the Note on April 30, 1994. The Borrower may make prepayments under the Note at any time and, subject to the terms and conditions hereof, may reborrow during the Availability Period. The Borrower shall further pay to the RNC interest upon the aggregate unpaid principal amount under the Note, payable upon the maturity of the Note or April 30, 1994, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank/Virginia's (the "Bank") prime rate of interest in effect from time to time as publicly announced by the Bank as such prime rate ("the Prime Rate"), plus 1.5 points.

Section 1.5. Method of Payment. All payments and prepayments hereunder shall be made to the RNC at its address stated on the first page hereof, in such money of the United States money and in immediately available funds.

#### ARTICLE II

- Section 2.1. Conditions Precedent. The RNC's obligations under Section 1.1 hereof shall be subject to the fulfillment of all the following conditions precedent in manner and form satisfactory to the RNC and its Chief Counsel:
  - (a) The Borrower shall have delivered to the RNC:
- (i) a copy of the Borrower's certificate and articles of incorporation and by-laws, certified as to accuracy and completeness by Borrower's President and Secretary;
  - (ii) the Note, duly executed by the Borrower;
- (iii) a resolution of the Board of Directors of the Borrower authorizing the execution, delivery and performance of this Agreement and the Note:
- (iv) a certificate of incumbency and authenticity of signatures with respect to the officers of the Borrower executing this Agreement, the Note and any related documents.
- (b) Upon fulfillment of the above conditions the RNC shall execute and deliver this Agreement.

### ARTICLE III WARRANTIES AND REPRESENTATIONS

- Section 3.1. Organization. The Borrower hereby warrants and represents that it is not-for-profit corporation validly organized and existing under the laws of, and with its financial and other records and its principal place of operations in, the District of Columbia, that it has power and authority, corporate and otherwise to own its operations, and that it has qualified with the Internal Revenue Service as a tax exempt organization pursuant to Section 501(c) (4) of the Internal Revenue Code.
- Section 3.2. Authority; Approvals. The Borrower hereby warrants and represents that the persons executing this Agreement and the Note on behalf of the Borrower are duly authorized by the Borrower to enter into this Agreement, to issue the Note and to bind the Borrower to perform this Agreement and the Note in accordance with their respective terms; that the execution, delivery, and the performance of this Agreement and the Note are within the duly authorized powers of the Borrower, corporate and otherwise, and do not contravene any law, rule, or regulation applicable to the Borrower, the certificate or articles of incorporation of the Borrower, any by-law or rule governing the Borrower, or any contractual obligation binding upon the Borrower; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to or approval by any governmental entity, and that this

Agreement is and, when issued, the Note shall be, valid, legal and binding obligations of the Borrower enforceable in accordance with their respective terms.

Section 3.3. Proceedings. There are no actions, investigations, or other proceedings before any court or governmental agency pending or threatened against Borrower or affecting its assets or operations which, if decided adversely would have a material adverse effect upon Borrower's financial condition or operations.

#### ARTICLE IV COVENANTS

- Section 4.1. Protection of Rights. The Borrower agrees that, upon request by the RNC, it will execute and deliver any amendments, assignments, instruments and similar documents that may reasonably be deemed by the RNC to be necessary for the perfection or protection of the RNC's rights as a creditor under or arising out of this Agreement.
- Section 4.2. Good Standing; Maintenance of Office and Records. The Borrower agrees that, during the terms of this Agreement, it shall maintain its corporate existence and good standing in the District of Columbia and its tax-exempt status under Section 501(c)(4) and the Internal Revenue Code; that it shall not merge into or consolidate with any other person; and that it shall not remove its office or principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without the prior written consent of the RNC.
- Section 4.3. Legal Compliance. The Borrower shall comply with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or its offices or assets.

#### Article V

- Section 5.1. Events of Default. The following shall constitute an Event of Default under this Agreement:
- (a) Failure by the Borrower to pay or cause to be paid when due under this Agreement or upon demand by the RNC, any amount required to be paid by the Borrower pursuant to this Agreement;
- (b) The Borrower shall generally not pay its debts as they become due or shall make any assignment for the benefit of creditors, seek or have sought against it an order for relief under the Federal Bankruptcy Code, or cause or suffer the appointment of a receiver or similar official for it or any substantial portion of its assets.
- Section 5.2. Exercise of Remedies. Any right, remedy or power of the RNC hereunder may be exercised from time to time and as often as may be deemed expedient by the RNC, and a waiver by the RNC on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the RNC to

exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice as may be herein expressly required.

### ARTICLE VI. MISCELLANEOUS

- Section 6.1. Choice of Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the District of Columbia.
- Section 6.2. Power of Attorney. The RNC is hereby irrevocably made, constituted and appointed by the Borrower as the true and lawful attorney for the Borrower with full power of substitution for the sole purpose of endorsing the name of the Borrower upon any and all checks, drafts, money orders and other instruments to be deposited to Borrower's deposit accounts.
- Section 6.3. Notices. All Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) on the day delivered by facsimile with confirmation or by hand delivery or (b) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the RNC or the Borrower as each is stated herein, whichever is appropriate. The RNC and the Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificate or other communications shall be sent.
- Section 6.4. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 6.5. Liability. The Republican National Committee (RNC) represents that it is an unincorporated association created by the Rules of the Republican Party adopted on August 17, 1992, by the Republican National Convention in Houston, Texas. The members, officers, employees and agents of the RNC, as well as the members of the Executive Committee of the RNC, shall not be personally liable for any debt, liability, or obligation of the RNC. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RNC, may look only to the funds and property of the RNC for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RNC.
- Section 6.6. Binding Effect; Modifications. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that the Borrower may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the RNC. This Agreement, together with the provisions of the Note, constitute the entire agreement between the parties hereto relating to the subject matter hereof, superseding all previous oral or written agreements relating to such subject matter, ad no amendment or waiver of any provision of this Agreement or the Note nor consent to any departure by the Borrower therefrom shall in any event be

effective unless the same shall be in writing and signed by the RNC and the Borrower, and the such waiver or consent shall be effective only in the specific instance and for the specific instance and for the specific purpose which given.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of this 1st day of May, 1993.

Attest	NATIONAL POLICY FORUM
	BY: Komery Hill
Secretary	
	REPUBLICAN NATIONAL COMMITTEE
	COMMITTEE

REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE-OPERATING

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Republican National State Elections Committee

NAMES OF TRANSACTIONS:

BATCH TOTAL AMOUNT

DATE OF DEPOSIT

BANK CODE:

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NATIONAL POLICY FORUM

A Republican Center for the Exchange of Ideas

HALEY BARBOUR Chairman

October 20, 1994

MEMORANDUM FOR HALEY BARBOUR

FROM:

**DAN DENNING** 

SUBJECT:

PARTIAL REPAYMENT OF LOAN

Attached are two checks, one in the amount of \$75,000 and the other in the amout of \$1,525,000 payable to the Republican National Committee (RNC) non-federal account, R.N.S.E.C., from the National Policy Forum (NPF). This represents payment in full for the following loans evidenced in the original Loan Agreement dated May 1, 1993:

Loan Date	Amount of Promissory Note	Exhibit	
August 12, 1993	\$50,000	Exhibit C	
August 30, 1993	\$50,000	Exhibit D	
September 14, 1993	\$50,000	Exhibit E	
September 29, 1993	\$50,000	Exhibit F	
December 23, 1993	\$30,000	Exhibit G	
December 28, 1993	\$30,000	Exhibit H	
January 13, 1994	\$125,000	Exhibit I	
January 27, 1994	<b>\$65,000</b>	Exhibit J	
February 14, 1994	\$110,000	Exhibit K	
March 4, 1994	<b>\$</b> 55,000	Exhibit L	
March 14, 1994	\$200,000	Exhibit M	
March 17, 1994	\$35,000	Exhibit N	
March 30, 1994	\$75,000	Exhibit O	
April 5, 1994	\$15,000	Exhibit P	
April 12, 1994	\$10,000	Exhibit Q	
April 14, 1994	\$115,000	Exhibit R	
April 22, 1994	\$25,000	Exhibit S	
April 28, 1994	\$115,000	Exhibit T	
May 3, 1994	\$65,000	Exhibit U	
May 9, 1994	\$45,000	Exhibit V	
May 11, 1994	\$120,000	Exhibit W	

RB 010815

#### Page 2

May 16, 1994	\$100,000	Exhibit X
May 24, 1994	\$50,000	Exhibit Y

and a partial payment of \$15,000 towards the May 31, 1994 promissory note of \$75,000, evidenced by Exhibit Z.

Per the Loan Agreement, Addendum #3, the interest will be due when the note matures on December 31, 1994 and will be calculated according to the provisions specified in the Agreement.

The total remaining in outstanding loans is \$545,000 which are as follows:

Loan Date	Amount of Promissory Note	Exhibit .
May 31, 1994	\$60,000 (remaining)	Exhibit Z
June 2, 1994	\$50,000	Exhibit AA
June 7, 1994	\$80,000	Exhibit BB
June 9, 1994	\$140,000	Exhibit CC
June 28, 1994	\$85,000	Exhibit DD
July 14, 1994	\$70,000	Exhibit EE
August 12, 1994	\$60,000	Exhibit FF

NATIONAL POLICY FORUM
229 1/2 PENNSYLVANIA AVE., S.E.
WASHINGTON, DC 20003

15-80/540
3816

October 20 19 94

PAY TO THE
ORDER OF R.N.S.E.C.

Seventy Five Thousand and no/100 DOLLARS

SIGNET BANK
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Weshington, DC 20008

FOR Loan repayment

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REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE-CORPORATE **OPERATING** 

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epublican lational state Elections Committee

TO

PREPARED BY:

HAMBER OF TRANSACTIONS

BATCH TOTAL AMOUNT

DATE OF DEPOSIT:

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BANK CODE

NATIONAL POLICY FORUM

A Republican Center for the Exchange of Ideas

HALEY BARBOUR

October 20, 1994

MEMORANDUM FOR HALEY BARBOUR

FROM:

DAN DENNING

SUBJECT:

PARTIAL REPAYMENT OF LOAN

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May 9, 1994	<b>\$45,000</b>	Exhibit V
May 11, 1994	\$120,000	Exhibit W

RB 010819

#### Page 2

May 16, 1994	\$100,000	Exhibit X
May 24, 1994	\$50,000	Exhibit Y

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July 14, 1994	\$70,000	Exhibit EE
August 12, 1994	\$60,000	Exhibit FF

THE PERSON	and the second second	NATIONAL POLICY FORUM 229 1/2 PENNSYLVANIA AVE S.E. WASHINGTON. DC 20003	5-93	2546 1540/540
			October 20	1994
	PAY TO THE ORDER OF	R.N.S.E.C.		\$\$1,525,000.00
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REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE
CORPORATE OPERATING
310 FIRST STREET, SE.

WASHINGTON, DC 20003

Dec. 2E,

19_05

Fifty Thousand and xx/100-

DOLLARS \$ 50,000.00

National Policy Forum

TO THE ORDER OF

RB 010823

**ACCOUNTS PAYABLE** 

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES

2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

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DIVISION:	 
LEGAL:	
ADMIN:	

#### **MEMORANDUM**

TO: JAY BANNING
FROM: A Jaskelske
RE: REQUEST FOR PAYMENT
Please pay the attached invoice in the amount of \$ 50,000.
from the Republican National State Elections Committee-
from the following account number
Description of services:
State if applicable:
PLEASE MAKE NOTATION IF THIS IS TO BE AN INKIND CONTRIBUTION TO A CANDIDATE/ STATE PARTY. LIST STATE AND CANDIDATE OR STATE PARTY.
MAKE CHECK PAYABLE TO THE FOLLOWING:
CHECK NEEDED BY: DATE:

# THIRTY SEVENTH ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of twelve demand promissory notes totaling \$1,145,000. The denominations of the twelve promissory notes are as follows: two in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle amount of \$85,000, one in the principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, and three in the principle amount of \$50,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ and KK hereto(the Note).

December 20, 1995

NATIONAL POLICY FORUM

John R. Bolton, President

REPUBLICAN NATIONAL COMMITTEE

Sanford & menulation

#### DEMAND PROMISSORY NOTE

\$50,000

WASHINGTON, D.C. December 20, 1995

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

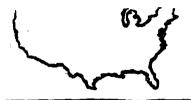
Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

John R. Bolton

President

EXHIBIT KK



## Mational Policy Forum

229 1/2 Pennsylvania Avenue, S.B., Washington, D.C. 20003

A Republican Center for the Exchange of Ideas

Haley Burbour Chairman

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John R. Bohen President

December 20, 1995

Mr. John S. Bredin Assistant Vice President Signet Bank 1350 Connecticut Avenue, NW Spite 1000 Washington, DC 20036

Dear Mr. Bredin:

Pursuit to section 4.6(iv) of our October 13, 1994 Credit and Security Agreement, National Policy Forum (NPF) requests written permission to borrow \$50,000 from the Republican National Committee (RNC) in order to cover our payroll and other end of the month expenses.

By signing and dating the bottom of this letter, Signet Bank grants permission to NPF to incur a \$50,000 loan from the RNC.

Thank you for your consideration.

Sincerely.

Daniel K. Wilmot

Comptroller

Signet Bank gives permission to National Policy Forum to borrow \$50,000 from the Republican National Committee. I am duly authorized to grant such permission.

Heltere a. Josephon for John S. Bredin Hr S. Bodin. Signet Bank

Date:

Feb. 202 544-0296

Phone 202 544-2900

Contributions to the Nacional Policy Forum are not deductible as charitable contributions for federal to

#### **ACCOUNTS PAYABLE**

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES 2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC

4 - MAILING COSTS

BATCH#	VENDOR ID <u>N/AT 350</u>
Na	tional Policy Torum: 100 as.
INVOICE#	VENDOR NAME / INVOICE ANT //-3095 INVOICE DATE: //-30-95 (CHECK DATE)
PO#: (R)	TERMS: AP0001 (R) GL PERIOD: //
ITEM ID (R)	· loar :
GL ACCOUNT	99 100 1165 DESC EXT COSTS: \$ 100 000.00
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
and the second second	PREPAID CHECKS
AMT PAID: \$_	100 000 00 CHECK NUMBER: 7452

# GOET BANK

# REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

7452

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

Nov. 30,

95 68-408/560 1484

One Hundred Thousand and xx/100-

100,000.00

National Policy Forum

NOT NEGOTIABLE



DIVISION:

LEGAL:

ADMIN:

#### **MEMORANDUM**

DATE: 11-29-95
TO: JAY BANNING
FROM: L. JUSKUSKI
RE: REQUEST FOR PAYMENT
Please pay the attached invoice in the amount of \$
MAKE CHECK PAYABLE TO THE FOLLOWING:  Dational Policy Follow
CHECK NEEDED BY: DATE:
CHECK NULLULU B1. DAIE.

#### DEMAND PROMISSORY NOTE

\$100,000

WASHINGTON, D.C. November 28, 1995

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

John R. Bolton

President

EXHIBIT JJ

National Policy Forum

229 1/2 Parmsylvania Avenue, S.E., Washington, D.C. 20003

A Republican Center for the Exchange of Ideas

Haley Barbour Chairman

Ö

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John R. Bolton President

November 29, 1995

Mr. John S. Bredin Assistant Vice President Signet Benk 1350 Comecticut Avenue, NW Strite 1000 Washington DC 20036

Dear Mr. Bredin:

Pursuit to section 4.6(iv) of our October 13, 1994 Credit and Security Agreement, National Policy Forum (NPF) requests written permission to borrow \$100,000 from the Republican National Committee (RNC) in order to cover our payroll and otherend of the month expenses.

By signing and dating the bottom of this letter, Signet Bank grants permission to NPF to incur a \$100,000 loan from the RNC.

Thank you for your consideration.

Sincerely,

Daniel K. Wilmot

Comptroller

Signet Rank gives permission to National Policy Forum to borrow \$100,000 from the Republican National Committee. I am duly authorized to grant such permission.

John S. Bredin

Signet Bank

Date: 11/2-4/95

Fee: 200 544-0096

Physics 202 544-2900

# THIRTY SIXTH ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of eleven demand promissory notes totaling \$1,095,000. The denominations of the eleven promissory notes are as follows: two in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle amount of \$85,000, one in the principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, and two in the principle amount of \$50,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG, HH, II and JJ hereto(the Note).

November 28, 1995

NATIONAL POLICY FORUM

Jackie Wolcott Sanders, Vice President

REPUBLICAN NATIONAL COMMITTEE

#### **ACCOUNTS PAYABLE**

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES

2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC 4 - MAILING COSTS

BATCH#	VENDOR I	NATE	350	
Natu	inal Policy	Journal	) . <u>A</u>	DW CO
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INVOICE# _	103095	_ INV	DICE DATE:	-30-95 CHECK DATE)
PO#: (R)	TERMS: AP0001	R) GLF	PERIOD: (U	
ITEM ID (R)	Loan		<del></del>	
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	DE	ESC		
GL ACCOUNT		TAX CODE	EXT COSTS: \$	
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GL ACCOUNT		TAX CODE _	EXT COSTS: \$	
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GL ACCOUNT _		TAX CODE _	EXT COSTS: \$	
PREPAID CHECKS				
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AMT PAID: \$	$\omega$	CHEC	K NUMBER:	<u> </u>

# SIGNET BANK

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### REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

310 FIRST STREET, SE. WASHINGTON, D.C. 20003 7397

Oct. 30,

95 68-408/560 1494

Two Hundred Thousand and xx/100-

200,000.00

Mational Policy Forum

ANGT NEGOTIABLE

:1

RB 010836



Republican National State Elections Committee DIVISION:

LEGAL:

ADMIN:

#### **MEMORANDUM**

FROM: LOCALULLIA
FROM: MADULSU DKI
RE: REQUEST FOR PAYMENT
Please pay the attached invoice in the amount of \$
from the following account number
Description of services:
State if applicable:
PLEASE MAKE NOTATION IF THIS IS TO BE AN INKIND CONTRIBUTION TO A. CANDIDATE STATE PARTY. LIST STATE AND CANDIDATE OR STATE PARTY.
MAKE CHECK PAYABLE TO THE FOLLOWING:
CHECK NEEDED BY: DATE:

# THIRTY FIFTH ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of ten demand promissory notes totaling \$995,000. The denominations of the ten promissory notes are as follows: two in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle amount of \$75,000 but with only \$60,000 of principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, and two in the principle amount of \$50,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG, HH, and II hereto(the Note).

October 30, 1995

NATIONAL POLICY FORUM

Jackie Wolcott Sanders, Vice President

REPUBLICAN NATIONAL COMMITTEE

#### DEMAND PROMISSORY NOTE

\$200,000

WASHINGTON, D.C. October 30, 1995

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Two Hundred Thousand Dollars (\$200,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

John R. Bolton

President

**EXHIBIT II** 



# **National Policy Forum**

229 1/2 Persoylvania Avenue, S.E., Washington, D.C. 20003

A Republican Center for the Exchange of Ideas

Heley Berbour

John R. Bolton Prezident

October 24, 1995

Mr. John S. Bredin Assistant Vice President Signet Bank 1350 Connecticut Avenue, NW Suite 1000 Washington, DC 20036

Dear Mr. Bredin:

Pursuit to section 4.6(iv) of our October 13, 1994 Credit and Security Agreement, National Policy Forum (NPF) requests written permission to borrow \$200,000 from the Republican National Committee (RNC) in order to cover our loan payment due October 31, 1995.

By signing and dating the bottom of this letter, Signet Bank grants permission to NPF to incur a \$200,000 loan from the RNC.

Thank you for your consideration.

Sincerely,

Steven S. Walker, Jr.

Comptroller

Signet Bank gives permission to National Policy Forum to borrow \$200,000 from the Republican National Committee. I am duly authorized to grant such permission.

John S. Bredin Signet Bank

RB 010840

Dete: John S. Bredin

October 24, 1945

Fee: 202 544-0296

Phone 202 544-2000

Contributors in the National Policy Forum are not deductible as charitable contributions for felicul income tax purposes.

#### **ACCOUNTS PAYABLE**

DAILY WORK

TRANSACTIONS

1. PURCHASES 2. MISC DEBITS

TAX CODES: 1 - NON - TAXABLE 3 - TAXED

2 - TAXABLE DC 4 - MAILING COSTS

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Nati	onal Policy Farm: 50,000.00	\ <u>\</u>
INVOICE#	VENDOR NAME 1  OPO 195  INVOICE DATE: GLECK DAT	5
PO#: (R)	TERMS: AP0001 (R) GL PERIOD:	***********
ITEM ID (R)	DESC	· <del></del>
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ITEM ID (R)	DESC	خ کیست
GL ACCOUNT	TAX CODE EXT COSTS; \$	
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ITEM ID (R)	DESC	
GL ACCOUNT	TAX CODE EXT COSTS: \$	
ITEM ID (R)	DESC	<del></del>
GL ACCOUNT	TAX CODE EXT COSTS: \$	an and a second
	PREPAID CHECKS	
AMT PAID: \$_	50.000.∞ check number: 7313	

# REPUBLICAN NATIONAL SETATE ELECTIONS COMMITTEE CORPORATE OPERATING

310 FREST STREET, SE. WASHINGTION. D.C. 20003

95 68-408/560 1494

7313

Fifty Thousand and xx/100-

502,000.00

National Policy Forum

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NOT NEGOTIABLE

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RB 010841a



#### Republican National Committee

Sanford J. McAllister Executive Director 831

Lynn-

as mough NPF is still hoping they might not med this, today is payday.

they told me last right to

Mi

Call meif questins.

Republican National State Elections Committee

Li Juli	
ACHECINI _OB	
RETURN GRECK TO:	

#### NEMORANDUM

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Weshington, D.C. 20003
Pale for the the Republican National State Decisions Committee

# THIRTY FORTH ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of nine demand promissory notes totaling \$795,000. The denominations of the nine promissory notes are as follows: one in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle amount of \$75,000 but with only \$60,000 of principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, and two in the principle amount of \$50,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG and HH hereto(the Note).

August 30, 1995

NATIONAL POLICY FORUM

Sunford g. mesuster

schi-Nota Inter

Jackie Wolcott Sanders, Vice President

REPUBLICAN NATIONAL COMMITTEE

#### DEMAND PROMISSORY NOTE

\$50,000

WASHINGTON, D.C. August 30, 1995

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Jackie Wolcott Sanders

Vice President

**EXHIBIT HH** 

# TABLE SEL SEL

#### **ACCOUNTS PAYABLE**

DAILY WORK

**TRANSACTIONS** 

CC

1. PURCHASES
2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC

4 - MAILING COSTS

BATCH#	VENDOR	ID MATS	50
Natio	nal Policy	Houm	s 200,000.00
INVOICE#	072895	INVOIC	CE DATE: 7-28-95 (CHECK DATE)
PO#: (R)	TERMS: AP0001	(R) GLPE	
ITEM ID (R)	Ipan	DESC	0:1.145.80
GL ACCOUNT	<u>99 100 1165 .</u>	TAX CODE	EXT COSTS: \$000
ITEM ID (R)		DESC	
GL ACCOUNT		TAX CODE	EXT COSTS: \$
ITEM ID (R)		DESC	
GL ACCOUNT		TAX CODE	EXT COSTS: \$_
ITEM ID (R)		DESC	
GL ACCOUNT		TAX CODE	EXT COSTS: \$
ITEM ID (R)		DESC	
GL ACCOUNT		TAX CODE	EXT COSTS: \$_
	PR	EPAID CHECKS	OA
AMT PAID: \$	30000'a	CHECK	NUMBER: 1280_

# GVET BANK

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

310 FIRST STREET, SE. WASHINGTON, D.C. 20003 7280

July 28,

95⁶⁸⁻⁴⁰⁸/560 1494

Two Bundred Thousand and xx/100-

200,000.00

National Policy Forum

NOT NEGOTIABLE

اعتدا المعدادين

Republican National State Elections Committee

TO:

RE:

NOTION OFFICE TO

1/28 Changes to be made

to be agreed

per DFF and

letter need to

per Special

REPARK

#### MEHORANDUM

	U
Please pay attached invoice in the amount of \$ 200,000,000	
from the Republican National State Elections Committee (700701)	ک
from the following account number 99-100-1165	°
Description of transaction	•
State if applicable	,
PLEASE MAKE NOTATION IF THIS IS TO BE AN INCOMP-CONTRIBUTION	
national Policy town	

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington; D.C. 20003 Pald for by the Republican Mational State Decitions Committee

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# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. All Advances under this agreement shall be evidenced by the unpaid balance of eight demand promissory notes totaling \$745,000. The denominations of the eight promissory notes are as follows: one in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle amount of \$85,000, but with only \$60,000 of principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, and one in the principle amount of \$50,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF and GG hereto(the Note).

NATIONAL POLICY FORUM

Outstanding advances total \$745,000 in the form attached as Exhibits Z(\$60,000 remaining), AA, BB, CC, DD, EE, FF, GG.

Attest:	John R. Bolton, President
Secretary	REPUBLICAN NATIONAL COMMITTEE
	Saryoneg. mullister

#### **DEMAND PROMISSORY NOTE**

\$200,000

WASHINGTON, D.C. July 28, 1995

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Two Hundred Thousand Dollars (\$200,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Seal)

John R. Bolton, President

**EXHIBIT GG** 



# National Policy Forum

229 1/2 Pennsylvania Avenue, S.E., Washington, D.C. 20003

A Republican Center for the Exchange of Ideas

Haley Barbour Chairman John R. Bolton President

July 27, 1995

Mr. Linwood White Senior Vice President Signet Bank 1130 Connecticut Avenue, NW Washington, DC 20036

Dear Mr. White:

Pursuit to section 4.6(iv) of our October 13, 1994 Credit and Security Agreement, National Policy Forum (NPF) requests written permission to borrow \$200,000 from the Republican National Committee (RNC) in order to pay our interest and principle due to Signet Bank on July 31, 1995. The loan would be subordinate to NPF's current loan from Signet Bank and the proceeds from the RNC will go directly to Signet Bank on July 31, 1995.

By signing and dating the bottom of this letter, Signet Bank grants permission to NPF to incur a \$200,000 loan from the RNC.

Thank you for your consideration.

Sincerely.

Steven S. Walker, J

Comptroller

Signet Bank gives permission to National Policy Forum to borrow \$200,000 from the Republican National Committee. I am duly authorized to grant such permission.

Linwood White

Signet Bank

Fax 202 544-0296

Phone 202 544-2900

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#### **ACCOUNTS PAYABLE**

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES
2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC

4 - MAILING COSTS

BATCH#	VENDOR ID	VAT35	0	
<u>Natú</u>	nal Policy I	aun	_ \$	0000.00
INVOICE#	VENDOR NAMES	INVOICE	,	INVOICE AMT  1-31-90  (CHECK DATE)
PO#: (R)	TERMS: AP0001 (R)	GL PERIO		CONTRACTOR CONTRACTOR CONTRACTOR
ITEM ID (R)	loan			······································
GL ACCOUNT	7 <u>////                                </u>	CODEE	KT COSTS: \$	<u> 5000</u> . a
ITEM ID (R)	DESC			
GL ACCOUNT		CODE E	XT COSTS: \$	
ITEM ID (R)	DESC			
GL ACCOUNT		CODEE	XT COSTS: \$	
ITEM ID (R)	DESC	<del> </del>		
GL ACCOUNT		(CODE E	XT COSTS: \$	
ITEM ID (R)	DESC			
GL ACCOUNT	TAX	CODEE	XT COSTS: \$	
arecon and the second s	PREPAID			
AMT PAID: \$ 5	D 0000	CHECK NU	MBER: 7	54

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

310 FIRST STREET, SE. WASHINGTON, DC 20003



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	DOLL	ARS S	\$ <u></u>		• .	

TO THE ORDER OF

NOT NEGOTIABLE





DIVISION:

LEGAL:

ADMIN:

#### **MEMORANDUM**

DATE: 1-30-96
TO: JAY BANNING FROM: LINKULSKI
RE: REQUEST FOR PAYMENT
Please pay the attached invoice in the amount of \$
MAKE CHECK PAYABLE TO THE FOLLOWING:  ACCORDANT POLICY FOUR
CHECK NEEDED BY: DATE:

# THIRTY EIGHTH ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of thirteen demand promissory notes totaling \$1,195,000. The denominations of the thirteen promissory notes are as follows: two in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle amount of \$85,000, one in the principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, and four in the principle amount of \$50,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK and LL hereto(the Note).

January 30, 1996

NATIONAL POLICY FORUM

Jacke Wolcott Sanders, Vice President

REPUBLICAN NATIONAL COMMITTEE

#### **DEMAND PROMISSORY NOTE**

\$50,000

WASHINGTON, D.C. January 30, 1996

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Jackie Wolcott Sanders

Vice President

EXHIBIT LL

15:05 Dear Mr. Berdin:

Permit to section 4.5(7r) of our October 13, 1994 Cardit and Security Agreement, National Policy Forum (NFF) requests written parameter to borrow \$50,000 from the Republican National Committee (ENC) in order to cover our payroll and other and of the month expenses.

By signing and dating the lutaces of this letter, Signet Bank grants permission to NPF to issue a \$50,000 four flows the ENC.

Think you for your consideration.

LXWILL

Signet Bunk gives premission to National Policy Person to baccors \$50,000 from the Republisms. National Committee. I am duly explanited to great state premission.

1-30-96

Post-It " brand fax transmittal memo 7671 | Fet place > 202 544-0296

#### **ACCOUNTS PAYABLE**

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES

2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC 4 - MAILING COSTS

BATCH#	VENDOR ID <u>NAT350</u>
Nat	VENDOR NAME & SDOOD CONVOICE ANT
INVOICE#	023896 INVOICE DATE: 238-96 (CHECK DATE)
PO#: (R)	TERMS: AP0001 (R) GL PERIOD: X -
ITEM ID (R)	DESC : XX
GL ACCOUNT	99 100 1165 TAX CODE EXT COSTS: \$ 5000.00
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
***************************************	PREPAID CHECKS
	$\Theta \sim \Omega$
AMT PAID: \$	CHECK NUMBER:/60 /

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## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

310 FIRST STREET, SE WASHINGTON, DC 20003



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19 88-408/560 1494

PAY	•	<u> </u>	 DOLLARS	\$

Tribert Police Form

TO THE ORDER OF

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NOT NEGOTIABLE



DIVISION:		
LEGAL:		
ADMIN:	N.B	

#### **MEMORANDUM**

1-78 ala

DATE: SOME THE STATE OF THE STA
TO: JAY BANNING FROM: A CONTILL SEL
RE: REQUEST FOR PAYMENT
Please pay the attached invoice in the amount of \$
from the following account number
Description of services:
State if applicable:
PLEASE MAKE NOTATION IF THIS IS TO BE AN INKIND CONTRIBUTION TO A CANDIDATE STATE PARTY. LIST STATE AND CANDIDATE OR STATE PARTY.
MAKE CHECK PAYABLE TO THE FOLLOWING: National Policy Falum
CHECK NEEDED BY: DATE:

# THIRTY NINTH ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of fourteen demand promissory notes totaling \$1,245,000. The denominations of the fourteen promissory notes are as follows: two in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$15,000, one in the principle amount of \$85,000, one in the principle amount of \$75,000, but with only \$60,000 of principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, and five in the principle amount of \$50,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL and MM hereto(the Note).

February 28, 1996

NATIONAL POLICY FORUM

Sanford Incallity

REPUBLICAN NATIONAL COMMITTEE

#### DEMAND PROMISSORY NOTE

\$50,000

WASHINGTON, D.C. February 28, 1996

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

John R. Bolton

President

**EXHIBIT MM** 

PAGE 2/2



## **National Policy Forum**

229 1/2 Pennsylvania Avenue, S.E., Washington, D.C. 20003

A Republican Center for the Exchange of Ideas

Haley Berbour Chairman

O M

John R. Bolton President

February 28, 1996

Mr. John S. Bredin Assistant Vice President Signet Bank 1350 Connecticut Avenue, NW Strite 1000 Washington, DC 20036

Dear Mr. Bredin:

Pursuit to section 4.6(iv) of our October 13, 1994 Credit and Security Agreement, National Policy Forum (NPF) requests written permission to borrow \$50,000 from the Republican National Committee (RNC) in order to cover our payroll and other end of the month expenses.

By signing and dating the bottom of this letter, Signet Bank grants permission to NPF to incur a \$50,000 loan from the RNC.

Thank you for your consideration.

Sincerely,

Daniel K. Wilmot

Comptroller

Signet Bank gives permission to National Policy Forum to borrow \$50,000 from the Republican National Committee. I am duly authorized to grant such permission.

John S. Bredin

Signet Bank

Date: 2 2 B 9 6

F== 202 544-0296

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Phone 202 544-2900

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### ACCOUNTS PAYABLE

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES 2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC 4 - MAILING COSTS

BATCH#	VENDOR ID NAT.350
Nation	100 Policy Form: 250000
NVOICE #	VENDOR NAME  D3 1440  INVOICE DATE:  CHECK DATE
PO#: (R)	TERMS: AP0001 (R) GL PERIOD:
TEM ID (R)	DESC DESC
GL ACCOUNT	91 10 165 TAX CODE EXT COSTS: \$35000.00
TEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
TEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
and the second desired desired desired	PREPAID CHECKS
AMT PAID: \$	2500,00 CHECK NUMBER: 763

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

310 FIRST STREET, SE. WASHINGTON, DC 20003



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Trenty-Five Thousand and am/100-

DOLLARS \$ 25,000.00

Mational Policy Forum

TO THE ORDER OF

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PAY_

NOT NEGOTIABLE





DIVISION:_		
LEGAL:	TJ/CM	
ADMIN:	1/3	

#### **MEMORANDUM**

DATE: 3-14-96
TO: JAY BANNING
FROM: LUCUSU
RE: REQUEST FOR PAYMENT
Please pay the attached invoice in the amount of \$
nom the Republican National State Elections Committee
from the following account number
Description of services:
State if applicable:
PLEASE MAKE NOTATION IF THIS IS TO BE AN INKIND CONTRIBUTION TO A CANDIDATE/ STATE PARTY. LIST STATE AND CANDIDATE OR STATE PARTY.
MAKE CHECK PAYABLE TO THE FOLLOWING:  1 Cational Policy & Drum
CHECK NEEDED BY: DATE:

# FORTIETH ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of fifteen demand promissory notes totaling \$1,270,000. The denominations of the fifteen promissory notes are as follows: two in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, five in the principle amount of \$50,000, and one in the principle amount of \$25,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, and NN hereto(the Note).

March 13, 1996

NATIONAL POLICY FORUM

John R. Bolton, President

REPUBLICAN NATIONAL COMMITTEE

sunfine & mallet

#### DEMAND PROMISSORY NOTE

\$25,000

WASHINGTON, D.C. March 13, 1996

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"). at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Twenty-Five Thousand Dollars (\$25,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

**EXHIBIT NN** 

A Republican Center for the Exchange of Ideas

Haley Berbour Chairman

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John R. Boken President

March 13, 1996

Mr. John S. Bredin Assistant Vice President Signet Bank 1350 Connecticut Avenue, NW Suite 1000 Washington, DC 20036

Dear Mr. Bredin:

Pursuit to section 4.6(iv) of our October 13, 1994 Credit and Security Agreement, National Policy Forum (NPF) requests written permission to borrow \$25,000 from the Republican National Committee (RNC) in order to cover our payroll and other end of the month expenses.

By signing and dating the bottom of this letter, Signet Bank grants permission to NPF to incur a \$25,000 loan from the RNC.

Thank you for your consideration.

Sincerely,

Daniel K. Wilmot

Comptroller

Signet Bank gives permission to National Policy Forum to borrow \$25,000 from the Republican National Committee. I am duly authorized to grant such permission.

John S. Bredin

Signet Bank

Date: 3/13/9/

Per. 202 544-0296

Phone 202 544-2900

Providing land to the Meeting Parties France are not deductful as absorbed a contribution for failure income are recovered

#### **ACCOUNTS PAYABLE**

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES
2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC

4 - MAILING COSTS

BATCH#	VENDOR ID NAT 350
Natio	nal Policy Tours. 50000
INVOICE#	VENDOR NAME  032896 INVOICE DATE: 328-96 (CHECK DATE)
PO#: (R)	TERMS: AP0001 (R) GL PERIOD: 3
ITEM ID (R)	· lak +
GL ACCOUNT Z	9 100 1165 DESC EXT COSTS: \$ 50 000, 00
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT _	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
	PREPAID CHECKS
AMT PAID: \$	50000 CHECK NUMBER: 7644

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## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

SIGNET BANK

7644

310 FIRST STREET SE. WASHINGTON, DC 20003

222th 21, 19 96

58-408/580 1494

PAY	Fifty Thousand and sm/ESC	LLARS \$ 50,000.00

Mational Policy Forum

TO THE ORDER

NOT NEGOTIABLE





DIVISION:		_
LEGAL:	308	
ADMIN:	0 B	
	V	_

#### MEMORANDUM

DATE: 3-28-96
TO: JAY BANNING
FROM: LANGUSA
RE: REQUEST FOR PAYMENT
Please pay the attached invoice in the amount of \$
PLEASE MAKE NOTATION IF THIS IS TO BE AN INKIND CONTRIBUTION TO A CANDIDATE/ STATE PARTY. LIST STATE AND CANDIDATE OR STATE PARTY.
MAKE CHECK PAYABLE TO THE FOLLOWING:  NOW HOUSE TO THE FOLLOWING:
CHECK NEEDED BY: DATE:

# FORTY FIRST ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993 BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including December 31, 1996 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$2,500,000. Current Advances under this agreement are evidenced by the unpaid balance of Sixteen demand promissory notes totaling \$1,320,000. The denominations of the Sixteen promissory notes are as follows: two in the principle amount of \$200,000, one in the principle amount of \$140,000, one in the principle amount of \$140,000, one in the principle amount of \$85,000, one in the principle amount of \$85,000 of principle outstanding (\$15,000 was paid on October 20, 1994), one in the principle amount of \$70,000, one in the principle amount of \$60,000, Six in the principle amount of \$50,000, and one in the principle amount of \$25,000 in the form attached as Exhibits Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, and OO hereto(the Note).

March 28, 1996

NATIONAL POLICY FORUM

Jackie Wolcott Sanders, Vice President

Sanfer grunuter

REPUBLICAN NATIONAL COMMITTEE

#### DEMAND PROMISSORY NOTE

\$50,000

12

. 17 in 22 in 42 in 42 in WASHINGTON, D.C. March 28, 1996

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on December 31, 1996.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on December 31, 1996.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM-

Jackie Wolcott Sanders

Mace President

EXHIBIT OO

#### **ACCOUNTS PAYABLE**

DAILY WORK

**TRANSACTIONS** 

1. PURCHASES

2. MISC DEBITS

TAX CODES: 1 - NON -TAXABLE 3 - TAXED

2 - TAXABLE DC

4 - MAILING COSTS

	ري المراجع الم
BATCH#	VENDOR ID WAT350
Nati	on Policy : 50000
INVOICE#	VENDOR NAME  OU2990  INVOICE DATE:  (CHECK DATE)
PO#: (R)	TERMS: AP0001 (R) GL PERIOD:
ITEM ID (R)	DESC
GL ACCOUNT	99 100 1165 TAX CODE EXT COSTS: \$ 50000
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODEEXT COSTS: \$
ITEM ID (R)	DESC
GL ACCOUNT	TAX CODE EXT COSTS: \$_
	PREPAID CHECKS
ANT DAID: \$	TOO OO CHECK NII IMPEDI.

#### **DEMAND PROMISSORY NOTE**

\$100,000

Washington, D.C. May 1, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated thus date (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, it no demand had been made, on April 30, 1994.

LynnFik with *100,000 check
Fik with *100,000 check
this is a lower edition.

This is a lower edition.

y hereunder at a ed over a year of Prime Rate"), tive as of the Payment of Jote on April

etween the

and all other

Attest:

Kenner J. Will

Secretary

(Seal)

**EXHIBIT A** 

## GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION



THIS IS TO CERTIFY that the pages attached hereto constitute a full, true and complete copy of:

Certificate and Articles of Incorporation of:

NATIONAL POLICY FORUM

as received and filed on May 24, 1993 .-

as the same appears of record in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of this office to be affixed, this the 24TH day of MAY, 1993.

Joan Parrott-Fonseca Director

Barry K. Campbell

Administrator

Business Regulation Administration

PATRICIA E. GRAYS

Superintendent of Corporations

Corporations Division

Government of the District of Columbia Sharon Pratt Kelly, Mayor

Assistant

# GOVERNMENT OF THE DISTRICT OF COLUMBIA DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BUSINESS REGULATION ADMINISTRATION



THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE Of INCORPORATION is hereby issued to NATIONAL POLICY FORUM

as of MAY 24TH , 1993 .

Joan Parrott-Fonseca Director

Barry K. Campbell Administrator

Business Requestion Admi

Patricia E. Grays

Assistant Superintendent of Corporations

Corporations Division

Sharon Pratt Kelly Mayor

#### ARTICLES OF INCORPORATION

## FILED — MAY 2 4 1993

#### OF THE

#### NATIONAL POLICY FORUM

To: The Department of Consumer & Regulatory Affairs - Corporations Div. Washington, D.C.

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Incorporation:

FIRST:

The name of the Corporation is the National Policy Forum.

SECOND:

The period of duration of the Corporation is perpetual.

THIRD:

The purposes for which the Corporation is organized are as follows:

To encourage the involvement of citizens in free and open debate, the public exchange and development of ideas, discussions, dialogues, conferences, and discourses, to promote public forums, seminars and colloquia and information dissemination to the general populace, to develop a national Republican policy agenda and to serve as a clearinghouse for the collection and review of research and ideas on issues affecting foreign affairs, national security, economy, environment, energy, government lands, commerce, labor, federal budget, government restructuring and regulatory reform, fiscal and tax policy, international trade, education, states, cities, urban and suburban life, crimes, justice, judicial reform, human services, health care, agriculture, rural life, small business and entrepreneurial enhancement and other issues of concern to or affecting the citizens of the United States of America.

In addition, the corporation shall have all other powers now or hereafter granted to non-profit corporations pursuant to the District of Columbia Non-Profit Corporation Act to be used in furtherance of the above purposes. Notwithstanding the foregoing, however, the Corporation is organized to operate exclusively for social welfare purposes within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, as amended ("Code")(or corresponding provisions of any subsequent federal tax laws), and shall neither have nor exercise any power or authority, either expressly, by interpretation, or by

operation of law, nor directly, nor indirectly, engage in any activity that would prevent it from qualifying and continuing to qualify as an organization described in Section 501(c)(4).

FOURTH: The Corporation shall have no members.

FIFTH: The manner in which directors shall be elected or appointed

shall be provided in the Bylaws of the Corporation.

SIXTH: In all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution,

or winding up of this Corporation, voluntary or involuntary or by the operation of law, or upon amendment of the Articles of

the Corporation:

(a) The Corporation shall not have or exercise any power or authority either expressly, by interpretation, or by operation of law, nor shall it directly or indirectly engage in any activity that would prevent it from qualifying (and continuing to qualify) as a corporation described in Section 501(c)(4) of the Code (or corresponding provisions of any subsequent federal tax laws).

- (b) No part of the assets or net earnings of the Corporation shall inure to the benefit of or be distributable to its incorporators, directors, officers, or other private persons having a personal or private interest in the Corporation, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make reimbursement in reasonable amounts for expenses actually incurred in carrying out the purposes set forth in ARTICLE THIRD hereof.
- (c) Neither the whole, nor any part or portion of the assets or net earnings of the Corporation shall be used, nor shall the corporation ever be operated, for objects or purposes other than set forth in ARTICLE THIRD hereof.
- (d) Upon dissolution of the Corporation, all of its assets and property of every nature and description remaining after the payment of all liabilities and obligations of the Corporation (but not including assets held by the Corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution) shall be paid over and transferred to the federal government or to one or more organizations which engage in activities substantially similar to those of the Corporation and which are then qualified for exemption from

federal income taxes as organizations described in Section 501(c)(4) of the Code (or corresponding provisions of subsequent federal tax laws), or which constitutes a state or local government, or a subdivision or agency thereof.

SEVENTH: The address, including street and number of the Corporation's initial registered office is Suite 550, 1156 Fifteenth, St., N.W., Washington, D.C. 20005, and the name of its initial registered agent at such address is Scott Gunn.

EIGHTH:

The number of directors constituting the initial Board of Directors is three (3) and the names and addresses, including street and number, of the persons who are to serve as the initial directors until the first annual meeting or until their successors are elected and qualified are:

Haley R. Barbour 648 Dogwood Drive RS P.O. Box 960 Yazoo City, Mississippi 39194

Kenneth J. Hill 1604 Sherwood Hall Lane Alexandria, Virginia 22306

Donald Fierce 3414 Sleepy Hollow Road Falls Church VA 22044

NINTH:

The names and addresses of the incorporators are:

Michael A. Hess Ouince Hill Farm P.O. Box 729 Kearneysville, West Virginia 25430

Linda Ann Long 7716 Asterella Court Springfield, Virginia 22152

Paula C. Saddler 3764 Sudley Ford Court Fairfax, Virginia 22033

DATED:_		
DAILD		

Michael A. Hess
Lieu & Loy
Linda And Long
Paula C. Saddler
et of Columbia ss:

Distric

The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 19, 1993, personally appeared before me Michael A. Hess, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.

G. THOMAS WARGHT My Commission expires: My Commission Expires May 14, 1998

District of Columbia ss:

The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 17, 1993, personally appeared before me Linda Ann Long, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.

My Commission expires:

District of Columbia ss:

The undersigned, a Notary Public in and for the District of Columbia, hereby certifies that on May 17, 1993, personally appeared before me Paula C. Saddler, who signed the foregoing document as an incorporator, and stated that the statements therein contained are true.

My Commission expires:

#### **BYLAWS**

#### OF THE

#### NATIONAL POLICY FORUM

#### ARTICLE I. PURPOSE

Section 1. The purpose of the National Policy Forum is exclusively for social welfare purposes as set forth in the Articles of Incorporation. In pursuing such purpose, the National Policy Forum shall not act so as to impair its eligibility for exemption under Section 501(c)(4) of the Internal Revenue Service Code of 1986, as amended.

#### ARTICLE II. OFFICES

Section 1. The registered office of the National Policy Forum shall be at Suite 550, 1156 Fifteenth Street, N.W., Washington, D.C. 20005, or such other location in the District of Columbia as the Directors may from time to time determine.

Section 2. The National Policy Forum may also have offices at such other places as the Directors may select and the business of the National Policy Forum shall require.

#### ARTICLE III. MEMBERS

Section 1. The National Policy Forum shall have no members.

Section 2. The Directors may create such classes of "membership," such as

contributing members or honorary members, as the Directors see fit, but such persons shall not have the right of members under the District of Columbia NonProfit Corporation Act of 1962, as amended.

#### ARTICLE IV. DIRECTORS

Section 1. <u>Powers.</u> The Directors shall have all powers and duties for the conduct of the activities of the National Policy Forum except as otherwise required by these Bylaws or a resolution duly adopted by the Board.

Section 2. <u>Number, Election, Term.</u> The Board of Directors shall consist of not less than three (3), nor more than twenty (20) persons. Directors shall be chosen annually by the Board of Directors at the annual meeting and shall serve for terms of 3 years until their successors are elected and qualified. As nearly as possible, an equal number of terms shall expire each year.

Section 3. Removal. Any Director may be removed from office, without the assignment of any cause by a vote of a majority of the Directors in office at any duly convened meeting of the Board, provided that written notice of the intention to consider removal of such Director has been included in the notice of the meeting.

Section 4. <u>Vacancies</u>. Vacancies among the Directors may be filled by a majority of the Directors then in office, though less than a quorum, or by a sole remaining Director, and each Director so chosen shall hold office until the end of the term of the Director

replaced and shall hold office until the next successor is elected and qualifies, or until the Director's earlier resignation or removal. If there are no Directors in office, then an election of Directors may be held in a manner provided by statute. When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in this section in the filling of other vacancies.

Section 5. Quorum. A majority of the Directors shall constitute a quorum of the Board for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board(except that an affirmative vote of two-thirds (2/3) of the entire Board shall be required with respect to any amendment to these Bylaws or the Certificate of Incorporation.)

Section 6. <u>Vote.</u> Each Director shall be entitled to one vote. No proxy votes shall be permitted.

Section 7. Waivers of Notice of Board Meetings. Adjournments. Notice of a meeting need not be given to any Director who signs a waiver of notice whether before or after the meetings, or who attends the meeting without protesting, prior to the conclusion of the meeting, the lack of notice to such Director of such meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice

or waiver of notice of such meeting. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed twenty days in any one adjournment.

Section 8. Regular Meetings. A regular annual meeting of the Board for the election of Directors and officers and such other business as may come before the meeting shall be held in June of each year upon not less than ten nor more than sixty days written notice of the time, place and purposes of the meeting. The Board must provide for at least one additional regular meeting which may be held in accordance with the resolutions adopted at any meeting of the Board. In the absence of such a resolution the Board will meet at the call of the Chairman.

Section 9. Special Meetings of the Board. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman or any two of the Directors. Such meetings shall be held upon not less than two days notice given personally by telephone or facsimile, or upon not less than four days notice given by depositing notice in the United States mails, postage paid. Such notice shall specify the time and place of the meeting.

Section 10. Action Without Meeting: The Board or any committee of the Board may act without a meeting if, prior or subsequent to such action, each director or committee member shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the meeting.

Section 11. Nominating Committee: The Chairman shall appoint a nominating committee of three individuals (which may include persons who are not Directors provided that a majority of the members of the committee be Directors) which shall recommend to the Board the names of the persons to be submitted for election as Directors. The Directors shall thereafter be elected by the Board.

Section 12. <u>Meeting by Telephone</u>: The Board or a committee of the Board may participate in a meeting of the Board or such committee, by means of a telephone conference or any other means of communication by which all persons participating in the meeting are able to hear each other.

Section 13. Committees of the Board: The Board, by resolution approved by a majority of the entire Board, may appoint (from among the Directors) one or more committees, (other than the nominating committee provided for in section 2) of one or more members (which may include persons who are not Directors, provided that at least one member of each committee shall be a director and that any act of any committee which has members which are not Directors shall be advisory, shall not bind the Board or the Corporation and shall be subject to Board approval) each of which, to the extent provided in the resolution, shall have and may exercise the authority of the Board, except that no such committee shall:

- (a) make, alter or repeal any By-Law of the corporation;
- (b) elect or appoint any officer or director, or remove any officer or director;

- (c) make any grants or distribution of funds; or
- (d) amend or repeal any resolution previously adopted by the Board.

The Board, by resolution adopted by a majority of the entire Board, may:

- (a) fill any vacancy in such committee;
- (b) appoint one or more persons to serve as alternate members of any such committee to act in the absence or disability of members of any such committee with all the powers of such absent or disabled members of a committee;
  - (c) abolish any such committee at its pleasure; or
  - (d) remove any members of such committee at any time, with or without cause.

A majority of each committee shall constitute a quorum for the transaction of business and the act of the majority of the committee members present at a meeting at which a quorum is present shall be the act of such committee.

Each committee shall appoint from among its members a chairman unless the resolution of the Board establishing such committee designates the chairman, in which case, in the event of a vacancy in the chairmanship, the Board shall fill the vacancy.

Actions taken at a meeting of any such committee shall be kept in a record of its proceedings which shall be reported to the Board at its next meeting following such committee meeting, except that, when the meeting of the Board is held within two days after the committee meeting, such report shall, if not made at the first meeting, be made to the Board at its second meeting following such committee meeting.

Section 14. <u>Compensation</u>: Neither Directors nor officers of the Board shall receive any fee, salary or remuneration of any kind for their services as Directors or officers, provided, however, that Directors and officers may be reimbursed for reasonable expenses incurred with approval of the Board upon presentation of vouchers.

Section 15. Officers: At its annual meeting, the Board shall elect from its members a Chairman, Vice Chairman, Secretary-Treasurer, and such other officers as it shall deem necessary, each of whom shall serve for a term of two years and may succeed themselves. The Board shall select an Executive Director who need not be a Director, and who shall serve at the pleasure of the Board. The Board, by resolution adopted by a 2/3 vote of the entire Board, may remove any officer, with or without cause. The duties and authority of the officers shall be determined from time to time by the Board. Subject to any such determination, the officers shall have the following duties and authority:

- (a) The Chairman of the Board shall preside at all meetings of the Board of Directors, and shall have such other duties and such other powers as may be vested in that office by the Board of Directors.
- (b) The Vice Chairman (if elected), shall have such duties and possess such authority as may be delegated to the Vice Chairman by the Chairman.
- (c) The Secretary-Treasurer shall have custody of the funds and securities of the corporation and shall keep or cause to be kept regular books of account for the corporation and shall cause notices of all meetings to be served as prescribed in these Bylaws and shall

keep or cause to be kept the minutes of all meetings of the Board. The Secretary-Treasurer shall have charge of the seal of the corporation and shall perform such other duties and possess such powers as are incident to the office or shall be assigned from time to time by the Chairman or the Board.

- (d) The Executive Director shall be the Chief Executive Officer of the Corporation and have the duties and responsibilities of conducting the affairs of the National Policy Forum and carry out the duties of the office in accordance with the directions and policies of the Board, subject to the right of the Board to delegate any specific powers as allowed by law; and shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, and when authorized by the Board, affix the seal to any instrument requiring the same.
- (e) Assistant Treasurers, if elected, shall have such duties and possess such authority as may be delegated to them by the Treasurer.
- (f) Assistant Secretaries, if elected, shall have such duties and possess such authority as may be delegated to them by the Secretary.

#### ARTICLE V. BYLAWS

Section 1. Force and Effect of Bylaws. These Bylaws are subject to the provisions of the District of Columbia NonProfit Corporation Act (the Act) and the Certificate of Incorporation as they may be amended from time to time. If any provision in these Bylaws

is inconsistent with a provision in the Act or the Certificate of Incorporation, the provision of the Act or the Certificate of Incorporation shall govern to the extent of such inconsistency.

Section 2. Amendment to Bylaws. These Bylaws may be altered, amended or repealed by a vote of 2/3 of the Board. Written notice of any such By-Law change to be voted upon by the Board shall be given not less than 10 days prior to the meeting at which such change shall be proposed.

#### ARTICLE VI. INDEMNIFICATION

Section 1. <u>Indemnification</u>. The National Policy Forum shall indemnify to the full extent permitted by law any person made, or threatened to be made, a party to an action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that the person, or the person's testator or intestate, is or was a director or officer of the National Policy Forum, provided however, that no persons shall be entitled to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to be wilful misconduct or recklessness.

#### LOAN AGREEMENT

This Loan Agreement ("Agreement") is entered into as of this 1st day of May, 1993, by and between National Policy Forum, a District of Columbia not-for-profit corporation with its principal office and place of operations in the District of Columbia ("the Borrower"), the Republican National Committee, an unincorporated association with an office and principal place of business at 310 First Street, S.E., Washington, D.C. 20003 (the "RNC").

NOW THEREFORE, the RNC and the Borrower hereby agree as follows:

#### ARTICLE 1

Section 1.1. Loan Facility. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$100,000. All Advances under this Agreement shall be evidenced by a single demand promissory note, in the principal amount of \$100,000, in the form attached as Exhibit A hereto (the "Note"). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Section 1.2. Making the Advances. Each Advance shall be made upon notice from the Borrower to the RNC, specifying the amount requested. The notice may be by telephone, but must be confirmed in writing within three business days of the date of the Advance.

Section 1.3. Use of Proceeds. All proceeds of Advances hereunder shall be used for the Borrower's operating expenses and working capital requirements relating to its nonprofit activities.

Section 1.4. Repayment and Interest. The Borrower shall repay to the RNC the Advances upon demand, or, if no demand previously has been made on the maturity of the Note on April 30, 1994. The Borrower may make prepayments under the Note at any time and, subject to the terms and conditions hereof, may reborrow during the Availability Period. The Borrower shall further pay to the RNC interest upon the aggregate unpaid principal amount under the Note, payable upon the maturity of the Note or April 30, 1994, at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank/Virginia's (the "Bank") prime rate of interest in effect from time to time as publicly announced by the Bank as such prime rate ("the Prime Rate"), plus 1.5 points.

Section 1.5. Method of Payment. All payments and prepayments hereunder shall be made to the RNC at its address stated on the first page hereof, in such money of the United States money and in immediately available funds.

#### ARTICLE II

- Section 2.1. Conditions Precedent. The RNC's obligations under Section 1.1 hereof shall be subject to the fulfillment of all the following conditions precedent in manner and form satisfactory to the RNC and its Chief Counsel:
  - (a) The Borrower shall have delivered to the RNC:
- (i) a copy of the Borrower's certificate and articles of incorporation and by-laws, certified as to accuracy and completeness by Borrower's President and Secretary;
  - (ii) the Note, duly executed by the Borrower,
- (iii) a resolution of the Board of Directors of the Borrower authorizing the execution, delivery and performance of this Agreement and the Note:
- (iv) a certificate of incumbency and authenticity of signatures with respect to the officers of the Borrower executing this Agreement, the Note and any related documents.
- (b) Upon fulfillment of the above conditions the RNC shall execute and deliver this Agreement.

#### ARTICLE III WARRANTIES AND REPRESENTATIONS

Section 3.1. Organization. The Borrower hereby warrants and represents that it is not-for-profit corporation validly organized and existing under the laws of, and with its financial and other records and its principal place of operations in, the District of Columbia, that it has power and authority, corporate and otherwise to own its operations, and that it has qualified with the Internal Revenue Service as a tax exempt organization pursuant to Section 501(c) (4) of the Internal Revenue Code.

Section 3.2. Authority; Approvals. The Borrower hereby warrants and represents that the persons executing this Agreement and the Note on behalf of the Borrower are duly authorized by the Borrower to enter into this Agreement, to issue the Note and to bind the Borrower to perform this Agreement and the Note in accordance with their respective terms; that the execution, delivery, and the performance of this Agreement and the Note are within the duly authorized powers of the Borrower, corporate and otherwise, and do not contravene any law, rule, or regulation applicable to the Borrower, the certificate or articles of incorporation of the Borrower, any by-law or rule governing the Borrower, or any contractual obligation binding upon the Borrower; that the lawful execution, delivery and performance of this Agreement and the Note do not require any filing with, notice to or approval by any governmental entity, and that this

Agreement is and, when issued, the Note shall be, valid, legal and binding obligations of the Borrower enforceable in accordance with their respective terms.

Section 3.3. Proceedings. There are no actions, investigations, or other proceedings before any court or governmental agency pending or threatened against Borrower or affecting its assets or operations which, if decided adversely would have a material adverse effect upon Borrower's financial condition or operations.

#### ARTICLE IV COVENANTS

- Section 4.1. Protection of Rights. The Borrower agrees that, upon request by the RNC, it will execute and deliver any amendments, assignments, instruments and similar documents that may reasonably be deemed by the RNC to be necessary for the perfection or protection of the RNC's rights as a creditor under or arising out of this Agreement.
- Section 4.2. Good Standing; Maintenance of Office and Records. The Borrower agrees that, during the terms of this Agreement, it shall maintain its corporate existence and good standing in the District of Columbia and its tax-exempt status under Section 501(c)(4) and the Internal Revenue Code; that it shall not merge into or consolidate with any other person; and that it shall not remove its office or principal place of business from the District of Columbia and shall not transfer its financial or other records from the District of Columbia, without the prior written consent of the RNC.
- Section 4.3. Legal Compliance. The Borrower shall comply with all laws, rules, regulations, orders, judgments, decrees and reporting requirements applicable to it or its offices or assets.

#### Article V

- Section 5.1. Events of Default. The following shall constitute an Event of Default under this Agreement:
- (a) Failure by the Borrower to pay or cause to be paid when due under this Agreement or upon demand by the RNC, any amount required to be paid by the Borrower pursuant to this Agreement;
- (b) The Borrower shall generally not pay its debts as they become due or shall make any assignment for the benefit of creditors, seek or have sought against it an order for relief under the Federal Bankruptcy Code, or cause or suffer the appointment of a receiver or similar official for it or any substantial portion of its assets.
- Section 5.2. Exercise of Remedies. Any right, remedy or power of the RNC hereunder may be exercised from time to time and as often as may be deemed expedient by the RNC, and a waiver by the RNC on one occasion shall not be construed as a bar to, or waiver of, any such exercise on any other occasion. In order to entitle the RNC to

exercise any right, remedy or power reserved to it under this Agreement or the Note, it shall not be necessary to give any notice as may be herein expressly required.

#### ARTICLE VI. MISCELLANEOUS

Section 6.1. Choice of Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the District of Columbia.

Section 6.2. Power of Attorney. The RNC is hereby irrevocably made, constituted and appointed by the Borrower as the true and lawful attorney for the Borrower with full power of substitution for the sole purpose of endorsing the name of the Borrower upon any and all checks, drafts, money orders and other instruments to be deposited to Borrower's deposit accounts.

Section 6.3. Notices. All Notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) on the day delivered by facsimile with confirmation or by hand delivery or (b) on the second day following the day on which the same are mailed by certified or registered mail, postage prepaid, bearing the address of the RNC or the Borrower as each is stated herein, whichever is appropriate. The RNC and the Borrower may, by notice given hereunder, designate any future or different address to which subsequent notices, certificate or other communications shall be sent.

Section 6.4. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.5. Liability. The Republican National Committee (RNC) represents that it is an unincorporated association created by the Rules of the Republican Party adopted on August 17, 1992, by the Republican National Convention in Houston, Texas. The members, officers, employees and agents of the RNC, as well as the members of the Executive Committee of the RNC, shall not be personally liable for any debt, liability, or obligation of the RNC. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the RNC, may look only to the funds and property of the RNC for payment of any such contract or claim or for the payment of any debt, damages, judgment or decree or any money that may otherwise become due or payable to them from the RNC.

Section 6.6. Binding Effect; Modifications. This Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns, except that the Borrower may not assign or transfer its rights hereunder or any interests herein without the prior written consent of the RNC. This Agreement, together with the provisions of the Note, constitute the entire agreement between the parties hereto relating to the subject matter hereof, superseding all previous oral or written agreements relating to such subject matter, ad no amendment or waiver of any provision of this Agreement or the Note nor consent to any departure by the Borrower therefrom shall in any event be

effective unless the same shall be in writing and signed by the RNC and the Borrower, and the such waiver or consent shall be effective only in the specific instance and for the specific instance and for the specific purpose which given.

IN WITNESS WHEREOF, The parties have caused this Agreement to be duly executed as of this 1st day of May, 1993.

Attest	NATIONAL POLICY FORUM
Secretary	BY:
	REPUBLICAN NATIONAL COMMITTEE BY:

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

7/13

93-408/560 1494

6751

One hundred thousand dollars and no cents

**100,000.0

National Policy Forum	NOT NEGOTIABLE
	• • •
FROM: Wyn Jaskulski	
RE: REQUEST FOR PAYMENT	
Please pay attached invoice in the amount of	100,000,00
from the Republican National State Elections	comittee Corporate.
from the following account number 10-10	0/8022
Description of transaction	•
State if applicable	•
PLEASE HAKE NODATION IF THIS IS TO BE AN INCO	ND-CONTRIBUTION
MAKE CHECK PAYABLE TO THE POLLOWING:	
Hational Policy Found	·
1156 Jultounth Dt. Mu	1 # 550
washington ac	

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington; D.C. 20003
Paid for by the Republican National State Elections Committee

Republican National State Elections Committee LECAL: MATHEMATICAL TO:

#### MEMORANDUM

DATE: JULY 13, 1993

TO: JAY BANNING

FROM: Um Jaskulski

RE: REQUEST FOR PAYMENT

Please pay attached invoice in the amount of \$ 100,000.
from the Republican National State Elections Committee- COCPOTATE
from the following account number $10-100/8022$ .
Description of transaction
State if applicable
PLEASE HAKE NODATION IF THIS IS TO BE AN INICAD-CONTRIBUTION
Mational Policy four  1156 Liften the Dt. NW # 5.50  Washington DC

#### **DEMAND PROMISSORY NOTE**

\$100,000

WASHINGTON, D.C. JULY 6, 1993

FOR VALUED RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of One Hundred Thousand Dollars (\$100,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated thus date (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest: Syll. Cl. Secretary

(Seal)

EXHIBIT B

#### ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1. LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$200,000. All Advances under this Agreement shall be evidenced by two demand promissory notes in the principle amount of \$100,000 each, in the form attached as Exhibits A & B hereto (the "Note"). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Attest:	Still G.Z.
Secretary	REPUBLICAN NATIONAL COMMITTEE
(Seal)	Si (len)

# SIGNET BA

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITS

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

Aug. 12,

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93 68-408/560 1494

Pifty Thousand and xx/100----

50,000.00

National Policy Forum 1156 Fifteenth St., NW \$550 Washington, DC

NOT NEGOTIABLE

101

JAY BANKING

FROM

r Jumsu

Æ:

REQUEST FOR PAYMENT

Please pay attached invoice in the amount of \$ 50 000.
from the Republican National State Elections Committee Colonolo.
from the following account number 11-410/1169.
Description of transaction 1000.
State if applicable
PLEASE MAKE NOTATION IF THIS IS TO BE AN INCOMPONENTIAL
MAKE CHECK PAYABLE TO THE POLLOWING!
1156 Fifteenth St. New # 550
Washington DC 20003

NAT 350

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington; D.C. 20003
Paid for by the Republican National State Elections Committee

Republican National State Elections Committee

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RETURN	SEECK TO:	

#### NEMORANDUM

TO: JAY BANNING

FROM: L. PAYULLE

RE: REQUEST FOR PAYENT

Please pay attached invoice in the amount of \$ 50,000.
from the Republican National State Elections Committee CO OROTO.
from the following account number 11-410/1169.
Description of transaction
State if applicable
PLEASE MAKE NOTATION IF THIS IS TO BE AN INICAD-CONTRIBUTION
Mational Policy Forum 1156 Fifteenth St. New #550 Washington, CC 2003

NAT 350

RB 013119

#### **DEMAND PROMISSORY NOTE**

\$50,000

WASHINGTON, D.C. -AUGUST-12, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated this date (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Seal)

**EXHIBIT C** 

#### ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE I

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$250,000. All Advances under this agreement shall be evidenced by three demand promissory notes, two in the principle amount of \$100,000 and one in the principle amount of \$50,000, in the form attached as Exhibits A, B & C hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Attest:

REPUBLICAN NATIONAL COMMITTEE

#### **DEMAND PROMISSORY NOTE**

\$50,000

WASHINGTON, D.C. AUGUST 12, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated this date (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:
Secretary
(Seal)

**EXHIBIT C** 

## ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND - REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$250,000. All Advances under this agreement shall be evidenced by three demand promissory notes, two in the principle amount of \$100,000 and one in the principle amount of \$50,000, in the form attached as Exhibits A, B & C hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

NATIONAL POLICY FORUM

Attest:

REPUBLICAN NATIONAL COMMITTEE

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310 FIRST STREET, SE. WASHINGTON, D.C. 20003

Aug.30

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Fifty Thousand and xx/100-

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National Polity Forum 1156 Pifteenth Street, NW Washington, DC 20003

NOT NEGOTIABLE

101 RE: RECLEST FOR PAYMENT

Please pay attached invoice in the amount of \$ 50,000 00	
from the Republican National State Elections Committee- Corporati	•••
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vastington, OC 20003	

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003 Pald for by the Republican National State Decilors Committee

republican National State Elections Committee

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#### MEMORANDUN

DATE:	Juq. <i>3</i> 0, 1993
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FROM	L. Gadeelski
RE:	REQUEST FOR PAINENT

lease pay attached invoice in the amount of \$ 50,000.
rom the Republican National State Elections Committee
rom the following eccount number
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LEASE HAVE HOTATION IF THIS IS TO BE AN INICAD-CONTRIBUTION
PANS CHECK PAYABLE TO THE FOLLOWING:
Dational Policy forum
1156 Literate 1st. NW
vastination or soco3

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington; D.C. 20003
Fall for by the Republican National State Elections Committee



\$50,000

WASHINGTON, D.C. AUGUST 30, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Seal)

**EXHIBIT D** 

## ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$300,000. All Advances under this agreement shall be evidenced by four demand promissory notes, two in the principle amount of \$100,000 and two in the principle amount of \$50,000, in the form attached as Exhibits A, B, C & D hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Attest:

REPUBLICAN NATIONAL COMMITTEE

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310 FIRST STREET, SE. WASHINGTON, D.C. 20003

Sept. 14,

93 68-408/560 1494

Fifty Thousand and xx/100-

50,000.00

National Policy Forum 1156 Fifteenth St. MM
Est Huye
TO: JAY BUNING FROM: L Jaskulski
RE: REQUEST FOR PAYMENT
Please pay attached impice in the amount of \$ 50 000.00 from the Republican National State Elections Committee-Corporati.
from the following account number
Description of transaction  State if applicable
PLEASE MAKE NODATION IF THIS IS TO BE AN INCOMO-CONTRIBUTION
MAKE CHECK PAYABLE TO THE FOLLOWING:  NOTIONAL POLICY FORMS

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Paid by the Republican National State Elections Committee

publican
National
State
Elections
Committee

#### MEHORANDUM

DATE	Sept. 14, 1993
TO:	JAY BANKING
FROM	2 Jastulski
	RECUEST FOR PAYMENT

Please pay attached invoice in the amount of \$ 50,000.
from the Republican National State Elections Committee- CDC DCC TO
from the following account number
Description of transaction
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PLEASE HAVE HODATION IF THIS IS TO BE AN INCOMPONIBUTION
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Mational Policy Torum



#### DEMAND PROMISSORY NOTE

\$50,000

WASHINGTON, D.C. SEPTEMBER 14, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Seal)

**EXHIBIT E** 

#### ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### **ARTICLE 1**

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$350,000. All Advances under this agreement shall be evidenced by five demand promissory notes, two in the principle amount of \$100,000 and three in the principle amount of \$50,000, in the form attached as Exhibits A, B, C, D & E hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

NATIONAL POLICY FORUM

Attest:	Mieles
Secretary	REPUBLICAN NATIONAL COMMITTEE
	32/64)

# SIGNET BANK

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## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE - OPERATING

310 FIRST ST., SE. WASHINGTON, D.C. 20003

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Sept. 29,

93 48-408/560 1424

Fifty Thousand and xx/100-

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National Policy Forum

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from the Republican Mati	onal State Elections Committee- COLOLIKOY
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Republican National State Elections Committee

DIARTER DIRECTOR!
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#### **HENORANDUM**

DATE: 5pl. 99, 1993
TO: JAY BANKING
FROM L Jablilike
RE: REQUEST FOR PAWENT
Please pay attached invoice in the amount of \$ 50,000.00
from the Republican National State Elections Committee- OCIOTAK
from the following account number 1-410
Description of transaction
State if applicable
PLEASE MAKE NODATION IF THIS IS TO BE AN DRIGHT-CONTRIBUTION
MANCE CREEK PAYABLE TO THE FOLLOWING:
Dational Heliai Valine

#### DEMAND PROMISSORY NOTE

\$50,000

WASHINGTON, D.C. SEPTEMBER 29, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Fifty Thousand Dollars (\$50,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Attest:

Secretary

(Seal)

**EXHIBIT F** 

#### ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$400,000. All Advances under this agreement shall be evidenced by six demand promissory notes, two in the principle amount of \$100,000 and four in the principle amount of \$50,000, in the form attached as Exhibits A, B, C, D, E & F hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Attest:

REPUBLICAN NATIONAL COMMITTEE

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTEE CORPORATE OPERATING

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

6849

DECEMBER 23

938-408/560 1494

THIRTY THOUSAND AND 00/100***

30,000.00***

NATIONAL POLICY FORIM

FROM: L. Jaskulski	
RE: REQUEST FOR PAYMENT	
Please pay attached invoice in the amount of \$ 30,000.00	
from the Republican National State Elections Committee Comporato	2_,
from the following account number 11-4/10/1169	
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State if applicable	<b></b> •
PLEASE MAKE HODATION IF THIS IS TO BE AN INKIND-CONTRIBUTION	<b>-</b> -
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MAKE CHECK PAYABLE TO THE FOLLOWING:	
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Republican National State Elections Committee

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RETURN CHECK TO:

### MEMORANDUM

DATE	Dc 22, 1993
<b>70:</b>	JAY BANNING
FROM:	Gaskulski REQUEST FOR PAYMENT
RE:	REQUEST FOR PAYMENT

Please pay attached invoice in the amount of \$							
from the Republican National State Elections Committee COLOTOTO.							
from the following account number 11-4/10/1169							
Description of transaction							
State if applicable							
PLEASE HAKE HOTATION IF THIS IS TO BE AN INKIND-CONTRIBUTION							
National Policy Lanum							



A Republican Center for the Exchange of Ideas



### **DEMAND PROMISSORY NOTE**

WASHINGTON, D.C.
December 23, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Thirty Thousand Dollars (\$30,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

Mich & Sams

Attest:

Secretary

(Seal)

**EXHIBIT H** 

MATIONAL POLICY FORUM

A Republican Center for the Exchange of Ideas

MALEY BARBOUR
Chairman

MICMAEL E BAROODY
President

## ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$425,000. All Advances under this agreement shall be evidenced by eight demand promissory notes, two in the principle amount of \$100,000, four in the principle amount of \$50,000, one in the principle amount of \$30,000 and one in the principle amount of \$25,000 in the form attached as Exhibits A, B, C, D, E, F, G and H hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Attest:

Secretary

REPUBLICAN NATIONAL COMMITTEE

Scott Reed by Nuclearly

NATIONAL POLICY FORUM

## REPUBLICAN NATIONAL STATE ELECTIONS COMMITTED

310 FIRST STREET, SE. WASHINGTON, D.C. 20003

DECEMBER 28

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NATIONAL POLICY FORIM

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Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Paid for by the Republican National State Decisions Committee

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Republican National State Elections Committee

TO

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ADMIN: B
RETURN CHECK TO:

### MEMORANDUM

FROM: \ Propulsti
RE: REQUEST FOR PAINENT
<b>&gt;</b>
Please pay attached invoice in the amount of \$ 30,000.
from the Republican National State Elections Committee COLOCIOTO
from the following account number 11-410/11/69
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State if applicable
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National Policy Jonum

Dwight D. Eisenhower Republican Center: 310 First Street Southeast, Washington, D.C. 20003
Paid for by the Republican National State Elections Committee

## TIONAL POLICY FORUM

A Republican Center for the Exchange of Ideas

HALEY BARBOUR
Chairman

MICHAEL E BAROODY
President

DEML DPROMISSORY NOTE

\$30,000

WASHINGTON, D.C. December 28, 1993

FOR VALUE RECEIVED, the undersigned National Policy Forum ("the Borrower"), a District of Columbia not-for-profit organization with its principal place of business in the District of Columbia, promises to pay to the order of the Republican National Committee (the "RNC"), at its offices at 310 First Street, SE, Washington, D.C. 20003 the principal amount of Thirty Thousand Dollars (\$30,000) or the aggregate unpaid principal amount of advances made by the RNC pursuant to a Loan and Security Agreement dated May 1, 1993 (the "Agreement"), whichever is less, together with the interest on any and all principal amounts remaining unpaid hereunder from time to time. Payment shall be made on demand or, if no demand had been made, on April 30, 1994.

Interest shall be paid upon the unpaid principal amount outstanding hereunder at a rate per annum (calculated on the basis of the actual number of days elapsed over a year of 360 days) equal to the Signet Bank / Virginia's prime rate of interest (the "Prime Rate"), plus 1.5 points. Each change in the rate of interest hereunder shall be effective as of the opening of business on the effective date of each change in the Prime Rate. Payment of interest shall be made to the RNC, at its offices, upon the maturity of the Note on April 30, 1994.

This note is issued pursuant to the Agreement referred to above, between the Borrower and the RNC and is entitled to the benefits thereof.

Borrower waives demand, protest, presentment, notice of dishonor, and all other notices that it may lawfully waive.

NATIONAL POLICY FORUM

il Elem

Attest:

Secretary

(Seal)

**EXHIBIT I** 



HALEY BARBOUR
Chairman

MICHAEL E BAROODY
President

# ADDENDUM TO THE LOAN AGREEMENT OF MAY 1, 1993, BETWEEN NATIONAL POLICY FORUM AND REPUBLICAN NATIONAL COMMITTEE

Section 1.1 of the Loan Agreement entered into on May 1, 1993, by and between the National Policy Forum and the Republican National Committee is amended to read as follows:

#### ARTICLE 1

Section 1.1 LOAN FACILITY. The RNC agrees, on the terms and conditions hereinafter set forth, to make advances of loan proceeds (collectively "Advances") to the Borrower from time to time during the period from May 1, 1993 to and including April 30, 1994 (the "Availability Period"), in an aggregate amount outstanding at any time not to exceed \$425,000. All Advances under this agreement shall be evidenced by nine domaind promissory notes, two in the principle amount of \$100,000, four in the principle amount of \$50,000, two in the principle amount of \$30,000 and one in the principle amount of \$25,000 in the form attached as Exhibits A, B, C, D, E, F, G, H and I hereto (the Note). Each Advance shall be made in the minimum amount of \$25,000 or multiples thereof.

Attest:

REPUBLICAN NATIONAL COMMITTEE





RNSEC - SYNOPSIS
CASH POSITION STATEMENT
JANUARY 1, 1994 TO JUNE 30, 1994

WEEKLY TOTAL HONTH TO DATE YEAR TO DATE

CASH - JANUARY 1, 1994

#### CASH RECEIPTS:

DIRECT MAIL PROMOTIONAL TELECOMMUNICATIONS TELECOMMUNICATIONS-PR MAJOR DONORS: CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRMAN ADVISORY PROHOTIONAL: MAJOR DONOR CAMPAIGN COUNCIL PRESIDENT'S CLUB CHAIRHAN ADVISORY EAGLES EAGLES EUROPEAN TRIP TEAM 100 - EUROPEAN TRIP HAJORITY FUND GALA GOVERNORS ASSOCIATION TRANSFER IN-SENATORIAL COM TRANSFER IN-CONGRESSIONAL CONN TRANSFER IN-RNC TRAVEL REBATES

TOTAL

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#### CASH DISBURSEMENTS:

CHAIRMAN
HEMBER RELATIONS
CO-CHAIRMAN
FINANCE
POLITICAL
LEGAL
GOVERNOR'S ASSOCIATION
NATIONAL POLICY FORUM
PRIOR YEARS OBLIGATIONS
INTER-COMMITTEE TRANSPERS

85,000 355,000

1,755,000

TOTAL

CASH - JUNE 30, 1994

RB 013192

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### RNSEC

BUDGET PERFORMANCE GENERAL LEDGER

JAN - JUNE 1994

(2011년년) 기계년 (11년)

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